



**COLLECTIVE BARGAINING AGREEMENT**

Entered into between

**KING COUNTY FIRE PROTECTION DISTRICT 10**

And

**INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS  
LOCAL 2878**

**FIREFIGHTERS AND COMPANY OFFICERS**

**JANUARY 1, 2015 THROUGH DECEMBER 31, 2018**

## **PREAMBLE**

This Agreement is entered into by and between King County Fire Protection District 10, hereinafter referred to as the “Employer”, and International Association of Fire Fighters, Local 2878, hereinafter referred to as the “Union”. The Employer and the Union provide service to Eastside Fire & Rescue (a joint operation of King County Fire Protection District No. 10, King County, Washington, Fire District No. 38, King County, Washington, the City of Issaquah, Washington, the City of North Bend, Washington, and the City of Sammamish, Washington) hereinafter referred to as the “Agency”.

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

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

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**ARTICLE 1**  
**RECOGNITION OF BARGAINING UNIT**

- 1.1 The Employer recognizes the Union as the exclusive representative of the full-time Firefighters, Lieutenants, and Captains.
- 1.2 When the Union and the Employer cannot mutually agree if a newly established classification or position should be included within this bargaining unit, either party may request a unit clarification from the Public Employment Relations Commission.

## **ARTICLE 2 UNION SECURITY**

### **2.1 Condition of Employment**

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

### **2.2 Employees' Non-Association Rights**

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

2.2.1 It shall be a condition of employment that such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the bargaining representative as set forth in Federal and State law. The employee shall furnish written proof of payment to the treasurer of the Union at the end of each calendar month.

2.2.2 Such payment to charity shall be reduced by an administrative fee to the Union for contract administration and other normal business expenses.

2.3 Employees failing to comply with sections 2.1 or 2.2 shall be discharged within 30 days after the Employer is notified by the Union, in writing, of an employee's non-compliance. An employee's discharge for non-compliance under Section 2.1 or 2.2 shall be subject to final determination pursuant to any grievance, administrative proceeding or civil action challenging the application or interpretation of Article 2.

### **ARTICLE 3 MANAGEMENT RIGHTS**

3.1 The Union recognizes 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 Agency and the direction of the work force are vested exclusively in the Employer, subject to terms of this Agreement.

#### 3.2 Administrative Rights

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

#### 3.3 Agency Operations

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

Examples of such rights include the right:

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

#### 3.4 Emergency Management Right

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

**ARTICLE 4**  
**NON-DISCRIMINATION CLAUSE**

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

## **ARTICLE 5 HOURS OF DUTY**

### **5.1 Twenty Four (24) Hour Shift**

In 2015 the normal working hours shall be from 0800 to 0800. The work schedule shall be: 24 hours on duty, 24 hours off duty, 24 hours on duty, 24 hours off duty, 24 hours on duty, and 96 hours off duty with this cycle repeated.

Effective January 1, 2016, the normal working hours shall be from 0800 to 0800. The work schedule shall be: 24 hours on duty, 48 hours off duty, 24 hours on duty, 96 hours off duty with this cycle repeated and the use of debit days.

- 5.1.1 Employees may work an alternate work schedule, with mutual agreement of Union and Employer.
- 5.1.2 Kelly Day - A continuous twenty-four (24) hour period starting at 0800 and ending at 0800 the following day. For 2015, in order to reduce the average workweek, the employee is required to take 24 hours of leave within each 27-day Fair Labor Standards Act (FLSA) work cycle. Each employee assigned to a twenty-four hour shift shall be granted (15) fifteen Kelly Shifts per year for an average annual hour total of 2552.
- 5.1.3 Debit Day - An additional twenty-four (24) hour period worked starting at 0800 and ending at 0800 the following day. Effective January 1, 2016, in order to increase the average workweek, the employee is required to work twenty-four (24) hours once every thirty-two (32) days. For FLSA purposes, the work period will be 24 days with an overtime threshold of 182 hours worked.

Training Debit is an annual continuous twelve (12) hour period, worked once annually, and is used to train on suppression activities starting at 0800 and ending at 2000. This twelve (12) hour period is inclusive of breaks, lunch period, clean up and decontamination.

- 5.1.3.1 Debit days may be traded between members in accordance with Article 31.
- 5.1.3.2 Vacation on Debit Days shall be in accordance with the vacation picking process.

### **5.2 Twelve Hour Shift (Suppression)**

The normal hours of work for the employees assigned to a twelve hour shift shall be from 0800 to 2000: for four (4) consecutive days followed by four (4) consecutive days off. Average workweek is equal to 42.5 hours.

5.2.1 In the event the Employer creates a twelve (12) hour shift position(s), Firefighters and Company Officers shall be assigned by a seniority bid process with the least senior Officer or First Class Firefighter assigned the position if no one bids on the position.

5.2.2 The Employer may adjust the start and end time of the twelve (12) hour shift with mutual agreement of Union and Employer.

### 5.3 Administrative Day Shift

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

5.3.1 Employees working an Administrative Day Shift may work an alternate work schedule, with mutual agreement of employee and employer, such as, but not limited to, four (4) ten (10) hour shifts per week.

### 5.4 Notice of Shift Change

Employees shall receive written notice of a shift change. Fourteen (14) calendar days advanced notice shall be given when possible. This time limit may be waived at the discretion of the Fire Chief to necessitate shift adjustments caused by promotional appointments.

**ARTICLE 6  
OVERTIME AND CALL BACK**

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

**ARTICLE 7  
WORKING OUT OF CLASS**

- 7.1 Any employee who is assigned by the Fire Chief to accept the responsibilities and carry out the duties of a position or rank above that which the employee normally holds for a period of at least one (1) hour shall be compensated as described below:
  - 7.1.1 The out of class rate for firefighters and lieutenants shall be the base rate of the position being filled.
  - 7.1.2 The out of class rate for captains acting as a battalion chief shall be 140% of a first class firefighter.
- 7.2 To qualify as an acting lieutenant, a firefighter shall complete the Acting Officer Development Program; or, shall have completed JATC and been an acting lieutenant prior to August 31, 2010.

## **ARTICLE 8 EDUCATION INCENTIVE**

- 8.1 The Employer shall pay a monthly premium equivalent to 1.75% of top step firefighter base wage per month for an Associate's degree, The monthly premium begins the first month following official documentation submitted to the Employer of an accredited (accredited by the Northwest Commission on Colleges and Universities (NWCCU) or regionally equivalent) program awarding a degree in the field of Fire Science, (e.g., Fire Technology, Fire Administration/Command, Fire Prevention Specialist or other fire related education) approved through consensus with Labor and Management.
- 8.2 The Employer shall pay a monthly premium equivalent to 2% of top step firefighter base wage per month for a Bachelor's degree. The monthly premium begins the first month following official documentation submitted to the Employer of an accredited [accredited by the Northwest Commission on Colleges and Universities (NWCCU) or its regional equivalent, or as approved through consensus with Labor and Management]. Employees who qualify for the premium under this section are not eligible for the premium under 8.1.
- 8.3 Education Reimbursement
- Tuition reimbursement, which will have a maximum annual allowable amount of up to 15 credits per calendar year, shall be allowed for any approved accredited, graded, job related degree program, based upon the following tuition payment schedule:
- Up to \$200 per credit hour (inclusive of all fees)
- 8.4 When staffing allows, employees may be allowed to attend approved educational classes, seminars and/or schools that are job related or part of approved degree programs, without being charged personal leave or vacation. This provision does not apply to the JATC program.

**ARTICLE 9**  
**WAGES AND DEFERRED COMPENSATION**

9.1 Calculation

The monthly salary for first class firefighters for 2015 shall be \$7,330. For the purpose of calculating the basic rate of pay, the established monthly salary of individuals shall be multiplied by twelve (12) to obtain the annual salary which shall then be divided by 2492 (2552 for 2015 only) which represents the annual hours scheduled to obtain the hourly rate.

9.2 For 2016, 2017, and 2018 the salary shall reflect an adjustment of 2 %.

9.3 Classifications

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

9.4 Deferred Compensation

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

**ARTICLE 10**  
**PAYROLL DEDUCTIONS**

- 10.1 Upon receipt of written authorization individually signed by a bargaining unit member, the Employer shall have deducted from the pay of such Employee, the amount of dues as certified by the Secretary or President of the Union and shall transmit the same to the Treasurer of the Union.
- 10.2 The Employer agrees to a maximum of eight charitable or political payroll deductions which have a uniform benefit of the Union members as a whole.
- 10.3 The Union will indemnify, defend, and hold the Employer harmless against any claims made, and against any suit instituted against the Employer, on account of any check-off of dues for the Union, payroll deductions, or lawful actions taken by the Employer in the enforcement of the provisions of Article 2 (Union Security). The Union agrees to refund to the Employer any amount paid to it in error or on account of the check-off provisions upon presentation of proper evidence thereof.
- 10.4 The Employer agrees to allow employees a payroll deduction to pay 100% of the premiums for a disability policy for all employees covered by this Agreement.
- 10.5 The Employer is authorized to deduct from the pay of each employee the deduction required under RCW 51.16.140 so long as the mandatory employee contribution is required by law.

**ARTICLE 11  
LONGEVITY**

11.1 Longevity pay shall be applied to the base salary of 1<sup>st</sup> Class Firefighter for the employee who has completed the following schedule of years of service as a full-time employee with the Employer or as reflected in Appendix B.

Completion of:	2015	2016	2017	2018
5 years	1%	2%	2%	2%
10 years	1.5%	3%	4%	4%
15 years	4%	5%	6%	6%
20 years	5%	6%	8%	8%
25 years	5.5%	8%	11%	11%
30 years	6%	10%	13%	13%

**ARTICLE 12**  
**MILEAGE ALLOWANCE**

- 12.1 Employees, when required by the Employer to use their private vehicles on Agency business, required job-related training, instruction, travel between stations on duty or any other situation covered under this article, shall be compensated for mileage.
- 12.2 In lieu of mileage allowance, employees relocated shall be compensated at a rate of \$7.50. This will not include days the employee is on overtime or a shift trade, except if moved after the start of the shift.
- 12.3 When employees are required to use their private vehicle for job-related training that occurs outside of the Agency boundaries, mileage shall be computed from actual miles traveled, but not to exceed mileage from 175 Newport Way NW (Issaquah, WA) to the training site and back.

**ARTICLE 13  
CLOTHING AND CARE**

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

**ARTICLE 14  
INSURANCE BENEFITS**

14.1 Medical and Dental Benefit

The Employer and the Union mutually agree the LEOFF Health and Welfare Trust shall be the medical insurance provider (Group Health Cooperative shall be offered if the minimum required participants are met) and Delta Dental Plan D, purchased through Washington Counties Insurance Fund (WCIF), shall be the dental insurance provider. The Health Reimbursement Arrangement (HRA) Third Party Administrator and HRA debit card provider (TPA) shall be Choice Strategies.

In 2015, the Employer agrees to pay \$21,233.18 (per capita basis) into a pool account for each bargaining unit member each year. The annual per capita basis shall increase by a compounding 6.5% over the previous year's per capita basis (see Table A below).

Table A:

Year	Per Capita Basis
2016	\$22,613.33
2017	\$24,083.20
2018	\$25,648.61

In Article 14.2, the HRA funds, Dental premiums, and Medical premiums shall be deducted in the order stated from the pool account. Any remaining funds shall be deposited in equal amounts into the employees' HRAs. Any medical insurance premium not paid per the above costing formula shall be each employee's cost.

14.1.1 Additional employees, spouses, state registered domestic partners and/or dependents are additional costs to the Employer for the calendar year in which they are added.

14.1.1.1 Additional employees shall pay premiums at the same ratio as current employees.

14.1.1.2 Additional employees shall only receive the \$2,000.00 or \$4,000.00 HRA (per Article 14.2) and shall not qualify for any additional HRA funds in the calendar year in which they were hired.

14.1.2 Group Health Cooperative: Employees choosing Group Health Cooperative shall pay any premium in excess of the current year's LEOFF Health and Welfare Trust Plan B rate.

14.2 Health Reimbursement Arrangement (HRA):

Annually, the Employer shall fund an HRA for each bargaining unit member as follows:

Employee with no spouse, state registered domestic partner or dependents: \$2,000

Employee with spouse, state registered domestic partner and/or dependents: \$4,000

The HRA may be used for all IRS allowable expenses, as determined by the Third Party Administrator (TPA), and shall contain the following elements:

14.2.1 The annual HRA employer contribution shall be available for use by each employee for IRS allowable expenses by January 15th of each year. The Employer agrees to fund the annual HRA contribution for each bargaining unit member monthly with 100% funding to occur by July 1st of each year with no cap on accumulation. Accumulated balances plus interest shall roll over each year.

14.2.2 Individual account funds shall roll over accumulated amounts as indicated above and shall include a survivorship option.

14.2.3 Employees shall have continued reimbursement rights upon completion of three years of service.

14.2.4 Employees separating from the Agency shall continue to have access to their HRA balance (until depleted) as provided in 14.2.2.

14.2.4.1 Separation prior to the end of the first quarter of the year shall be pro-rated to their date of separation. Employees separating shall have the amount deducted from their final pay.

14.3 Waiver of Dependents Coverage

The Union and Employer agree to task the MIC in determining a process for a waiver of dependent coverage that provides 50% of the savings back to the employee through a contribution to the Agency's deferred compensation plan if the employee elects this option.

14.4 Medical Insurance Committee (MIC):

The MIC is a joint Labor/Management Committee of equal representation which oversees all sections of Article 14. The MIC evaluates healthcare options, pricing and usage. The MIC shall meet at least semi-annually or by mutual agreement and may propose alternative medical plan options using the following criteria:

1. Maintaining an effective and efficient healthcare plan within the cost parameters identified in Section 14.1;
2. Within the scope of the Employer's legal authority as a public employer;
3. Within the scope of the Union's responsibility to all bargaining unit members represented by Local 2878.

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

Re-sign MOU and make current – Establishing a written process to implement the Article and show a numerical example of how this is implemented.

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

The Employer shall make available to the employee on leave without pay or separated from the Agency, the current medical and dental benefits at no cost to the Employer, to the extent allowed under COBRA Law.

#### 14.6 Benefits while on Disability Leave

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

#### 14.7 Health Insurance Re-opener

In event the parties' negotiated health insurance provisions fail to meet requirements of the Affordable Care Act (ACA) and its related regulations, cause the Employer or covered employees to be subject to penalty, tax or fine, or offered plans are discontinued by the insurance carrier as a result of the ACA, either the Union or the Employer may reopen this Article, upon written notice to the other party, for the sole purpose of renegotiation of health insurance benefits under Article 14 and its effects. If, as a result of these negotiations, the parties agree to modify the health insurance benefits under Article 14 in order to avoid and/or minimize penalties, taxes, fines or increased costs to meet the requirements of ACA, the Union reserves the right to bargain over any resulting reduction in the aggregate value of benefits in the Agreement.

**ARTICLE 15  
TOBACCO USE**

- 15.1 The Employer and the Union agree the use of tobacco products (cigarettes, cigars, chewing tobacco, etc.) is not compatible with a healthy fire service, reduces work efficiencies, increases health care costs and is contrary to the goals of a comprehensive wellness program.
- 15.2 While on duty employees shall not use any tobacco products.
- 15.3 No tobacco products shall be used while on Agency managed properties or resources.
- 15.4 The Union and Employer encourage employees using tobacco to seek appropriate cessation treatment to become tobacco free. In order to assist in the cessation of tobacco products, the Employer shall pay for one completed tobacco cessation treatment program (outside of provided health insurance) per employee (not to exceed \$900). The Employer may provide additional programs if it deems necessary.

## ARTICLE 16 VACATION

### 16.1 ACCRUAL

Vacation and holiday leave shall be authorized to regular, full-time employees based on the following schedules:

#### Administrative Day Shift Employees:

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

#### Twelve (12) Hour Shift Employees:

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

#### Twenty-Four (24) Hour Shift Employees (2015):

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

Twenty-Four (24) Hour Shift Employees (Four Platoon):

	Hours	Vacation	Accrual Rate	Maximum Accrual
0 – 1 year	96	4	4.000	72
2 – 4 years	228	9.5	9.500	288
5 – 9 years	276	11.5	11.500	360
10 – 14 years	324	13.5	13.500	432
15 – 19 years	372	15.5	15.500	504
20+ years	396	16.5	16.500	540

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

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

16.1.3 Employees may have a greater amount of leave accrued than indicated in 16.1 throughout the year, but shall be below the maximum accrual on December 31<sup>st</sup> of each year.

16.1.3.1 If employees are not authorized to take vacation leave due to circumstances beyond their control, the Fire Chief or Administrative designee shall authorize the employee an additional 120 days to use accrued vacation leave in excess of maximum accrual limits without loss of benefit. Accrual that exceeds the maximum authorized shall be adjusted on January 1<sup>st</sup> of each year, with the overage being converted to sick leave, and the affected employee or employees shall be notified.

16.2 Leave Schedule

Employees shall schedule all annual vacation leave no later than January 1<sup>st</sup> of each year.

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

16.2.2 Employees may request additional vacation leave after January 1<sup>st</sup> of each year with approval of the Employer.

### 16.3 Termination Payment

If permitted by State law, an employee's accrued vacation will be paid in one lump sum upon termination of employment. Payment shall be at the affected employee's current rate except as provided in Article 36.1.3.

**ARTICLE 17  
HOLIDAYS**

17.1 Administrative Day Shift Employees

For employees scheduled to work day shift, the holidays, as described in Section 17.1.1, shall be recognized and observed. Employees shall take their holiday when Headquarters is closed unless mutually agreed by supervisor.

17.1.1 Holidays:

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

17.1.2 Administrative Day shift employees shall receive two (2) shifts personal leave per year. A day shift employee's personal leave or holiday shall be defined as eight (8) hours of paid time off.

17.2 12 and 24 hour employees receive vacation in lieu of holidays.

**ARTICLE 18  
SICK LEAVE**

18.1 Non-duty Sick Leave

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

18.1.1

	First year bank	Accrual rate	Maximum accrual
Day Shift employee	96 hours	4.000	1440
12 hour employee	96 hours	4.000	1440
24 hour employee	168 hours	7.000	1440

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

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

- 1) Personal illness, injury, or incapacity of the employee to perform his/her duties.
- 2) Quarantine of the employee by a public health official.
- 3) Doctor and/or dental appointments in case of an emergency, or as otherwise approved by the Fire Chief or designee.

18.3 Employer shall comply with State and Federal law, (e.g., Family Medical Leave Act, Washington Family Care).

18.4 Duty Related Disability

Employees qualifying for supplemental disability leave pursuant to applicable State Law shall be granted adequate on-duty injury sick leave to provide the full benefits provided by such RCW sections for up to six (6) months for each new and separate duty related disability. Employees while on disability leave under State law, shall accrue sick leave and vacation benefits during the time of disability under this Article, up to six (6) months.

18.5 Notification When Unable to Report

Employees shall notify and provide reason to the on duty battalion chief at least one (1) hour prior to the beginning of a shift if not able to report for duty due to reasons listed in Section 18.2.

#### 18.6 Verification

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

#### 18.7 Sick Leave Benefit

A 24 hour employee who uses no more than 72 hours, or a 12 hour employee who uses no more than 36 hours, or a Day Shift employee who uses no more than 30 hours of sick leave during any one (1) calendar year (January through December) shall be allowed one of the following options:

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

Option 2) One (1) shift of accrued unused sick leave converted to cash payment, at the employee's November 30<sup>th</sup> rate of pay in the calendar year for which the benefit is earned.

Option 3) Retain his/her sick leave balance.

Exception:

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

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

18.7.2 Employees who separate while in good standing, and have a leave balance over 720 hours, receive as follows:

18.7.2.1 Cash-out at 25% for all sick leave hours unused or same value deposited into the employee's HRA Account (to be determined by an election of the whole Labor group each year).

### 18.7.3 Sick Leave Reduction Incentive

Employees who have accumulated 1440 hours of sick leave shall continue to accumulate sick leave at the normal accrual rate until the end of each year. On December 31<sup>st</sup>, all sick leave accumulated in excess of the maximum will be paid at fifty percent (50%) of the employee's current rate of pay in effect as of November 30<sup>th</sup> in the year earned. This pay shall be paid no later than the employee's first January paycheck.

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

## 18.8 Light Duty

18.8.1 Employees who incur a duty-related injury or illness shall be assigned to light duty (as outlined in State Law – Disability Leave Supplement for LEOFF - Employee to Perform Light Duty Tasks) if appropriate work is available and subject to the approval of the attending physician and the Employer.

18.8.2 Employees assigned to light duty shall be transferred to administrative day shift.

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

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

## 18.9 Transferring Vacation Leave

Employees shall have the ability to transfer vacation leave from their accrued vacation to another employee's sick leave bank by the agreement of both employees, if the receiving employee's sick and vacation banks are depleted.

**ARTICLE 19**  
**BEREAVEMENT LEAVE**

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

19.1.1 Prior Approval

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

19.1.2 Day shift employees: one (1) to five (5) shifts  
12-hour shift employee: one (1) to four (4) shifts  
24-hour shift employees: one (1) to three (3) shifts

19.2 Additional Leave

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

19.3 Family Members Identified

19.3.1 Family members shall be defined as spouse or state registered domestic partner, children (including a child for which an employee functions in loco parentis) step children, grandchildren, step grandchildren, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, or grandparents-in-law.

19.3.2 Other family members approved by the Fire Chief or Administrative designee may be allowed the same time off as identified in 19.3.1 but shall use accrued sick or vacation leave.

**ARTICLE 20**  
**WORK STOPPAGE**

- 20.1 The Union agrees there shall be no strikes, slowdowns, stoppages of work, or other organized disruptions of the Agency's operations. The Employer agrees there shall be no lockout of the employees.

## **ARTICLE 21 UNION BUSINESS**

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

of negotiating the terms of the contract, when such meetings take place at a time during which such members are on duty.

## **ARTICLE 22 SAFETY**

- 22.1 The Agency and its employees shall comply with (Washington Industrial Safety and Health Act), and WAC 296-305 (Safety Standards for Firefighters), and all other applicable state and federal laws. The Agency and/or the Employer shall not require an employee to work in conditions which do not comply therewith. Conditions of work, which are felt to be in violation of these rules, shall be reported by its employees to the supervisor as per WAC 296-305 (Employee's Responsibility).
- 22.2 There shall be a minimum of two (2) representatives from IAFF 2878 who are employees of the Employer to serve on the Agency's Safety Committee. These representatives shall be compensated and allowed to attend Agency safety meetings and Agency safety hearings.

## **ARTICLE 23 DISCIPLINE**

### **23.1 Cause**

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

### **23.2 Promoted Employees**

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

### **23.3 New Employees**

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

### **23.4 Representation**

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

### **23.5 Appeal**

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

**ARTICLE 24**  
**EMPLOYER ACTIONS**

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

## **ARTICLE 25 GRIEVANCE PROCEDURE**

### Grievance Procedure

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

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

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

#### **Definitions:**

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

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

**Mediation** - shall mean a process to settle a grievance that requires a neutral third party to facilitate a process whereby both parties of the dispute can attempt to work on a mutually satisfying solution of the grievance.

**Arbitration** - shall mean a process to settle a grievance that could not be resolved through a mediation process or other means. Arbitration is where a third party(s) creates the solution after both parties present evidence related to the issue. The arbitrator shall make the final decision related to the issue. The arbitrator's decision shall be binding on both parties.

**Fire Chief** - shall mean Fire Chief of the Agency or the Fire Chief's Administrative designee.

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

**Receipt** - When either party delivers correspondence either in person or electronically to the specified designee, and the specified designee acknowledges it has received the correspondence.

### **Pre Grievance Step:**

If a dispute arises out of or relates to this Agreement, or breach thereof, the employee shall submit, within fourteen (14) calendar days of the knowledge of the occurrence, in writing to the Union, on a provided form, all relevant facts involving the alleged grievance along with the remedy sought. The Union, upon receiving the written and signed statement from the employee, shall determine if a grievance exists. If the Union determines a grievance has merit, then the Union shall submit the grievance to Step 1. If the Union determines no grievance exists, no further action is necessary.

The Union may also facilitate the dispute per Article 27 Labor Management Committee, if the Employer concurs. The parties agree to try in good faith to settle the dispute. If no settlement is reached within ninety (90) calendar days, the grievance will proceed to Step 1. If the dispute is brought to Labor Management, the twenty eight (28) calendar day time restriction to move to Step 1 will be waived if submitted within twenty eight (28) calendar days from the knowledge of the occurrence of such Grievance.

The Union also retains the right to file a grievance on its own.

### **Step 1: Grievance Review**

A written notice of a grievance, to include the provided form, facts of alleged violation, section of CBA or practice violated, and remedy sought by the Union, shall be presented to the Fire Chief within twenty eight (28) calendar days from the Union's knowledge of the occurrence of such grievance.

The Fire Chief shall gain all relevant facts, and attempt to resolve the matter. The Fire Chief shall notify the Union representative of the decision within twenty eight (28) calendar days after the day the grievance was presented to the Fire Chief. If the grievance is not pursued to Step 2 within twenty eight (28) calendar days of the receipt of the decision, it shall be deemed resolved.

### **Step 2: Appeal to Fire Chief**

The Union and Employer shall meet within twenty eight (28) calendar days of the Fire Chief's notification, and attempt to resolve the grievance prior to moving to Step 3. If the grievance is not pursued to Step 3 within twenty eight (28) calendar days from the conclusion of the meeting(s), it shall be deemed resolved.

### **Step 3: Mediation**

The Union may initiate mediation by filing with the Fire Chief, a written request for PERC mediation. The request for mediation shall contain a brief statement of the nature of the dispute and the names of all parties including those who will represent the parties.

Alternately, the Union and Employer may mutually agree to request a list of mediators from the American Arbitration Association (AAA). The parties shall request a list of nine (9) mediators. Within fourteen (14) calendar days following receipt of the list from AAA, the parties shall meet to select a mediator. If the Union and the employer cannot mutually agree upon a mediator then the Union and the employer shall take turns in striking names from the list until one remains. A coin toss shall determine who goes first.

If both sides still cannot agree after mediation, the Union may proceed to Step 4, within twenty eight (28) calendar days from the last day of mediation.

#### **Step 4: Arbitration**

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

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

If the Union and Employer are unable to select an arbitrator by this method, the Union shall petition the AAA for a list of impartial arbitrators. Within fourteen (14) calendar days following receipt of the list from AAA, the parties shall meet to select an arbitrator. If the Union and the Employer cannot mutually agree upon an arbitrator, then the Union and the Employer shall take turns in striking names from the list until one remains. A coin toss shall determine who shall strike first. Alternately, the Union and Employer may mutually agree to request PERC appoint an arbitrator from its Dispute Resolution Panel.

The Arbitrator and parties shall adhere to the AAA Labor Arbitration Rules or PERC rules as applicable.

#### **Expenses**

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

## **ARTICLE 26 REDUCTION IN FORCE**

26.1 In the event it becomes necessary, reductions in force shall be determined by the Employer by classification (i.e., Captain, Lieutenant, and Firefighter).

### 26.2 Procedure

Layoffs shall be conducted by seniority within classification; the employee with the least time in classification, officers by date of promotion within rank, and firefighters by date of hire, shall be laid off first.

26.2.1 A laid off employee may bump a less senior employee in a lower paid classification within the bargaining unit. For an employee who has been reduced in rank or classification their seniority shall include time spent in the higher rank(s) or classification(s).

26.2.2 The affected employee, the Union, and all employees subject to possible bumping shall be notified no less than ninety (90) days in advance of any personnel reduction. The employee shall notify the Fire Chief or Administrative designee in writing within seven (7) calendar days from the initial date of notice of the employee's intent to exercise the right to bump an employee in a lower class.

### 26.3 Recall

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

26.3.2 Laid off employees shall maintain a current address with the Employer for purposes of recall notification. Failure of receipt of notification due to failure to maintain a current address with the Employer shall release the Employer from its obligation to recall the employee. Such failure shall be evidenced by failure to respond to the letter of notice, to be sent by registered mail, return receipt requested, within fourteen (14) calendar days of first notice by the Post Office.

**ARTICLE 27**  
**LABOR / MANAGEMENT COMMITTEE**

27.1 Members of Committee

There shall be a Labor/Management Committee composed of up to three (3) management representatives appointed by the Fire Chief and up to three (3) members of the Union appointed by the Union President. The Labor/Management Committee shall meet at least quarterly.

27.2 Committee Authority

The Committee shall function in a representative capacity. The Committee shall deal with matters of general concern and contract clarification as opposed to individual complaints of employees. Either party may request a meeting of the Labor/Management Committee. The initiating party shall submit a proposed agenda to the other party.

**ARTICLE 28**  
**SAVINGS CLAUSE**

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

## **ARTICLE 29 PERSONNEL FILES**

- 29.1 Subject to State and Federal law, the Employer agrees the contents of the employee's personnel file (paper or electronic) shall be kept confidential and shall restrict the use of any information contained in the file to internal use within the Agency, unless otherwise agreed to by the employee.
- 29.2 Employees shall be allowed to view, in its entirety, their personnel files by appointment with the Employer at a mutually convenient time. The employee shall also be allowed to obtain a copy, in whole or in part, any information contained in their file on an annual basis.
- 29.3 The employees shall have the right to allow members of the Union executive board, or their designee, to view their file on their behalf. The employee shall be required to submit a release form to Human Resources for maintaining personnel files.
- 29.4 Employees shall be allowed to enter into their file comments or information that reasonably rebut or clarify information in the file relating to reprimands, demotion, discipline or investigations.
- 29.5 Any information relating to discipline or demotions shall have a pull date assigned to the document prior to filing. Commendations shall remain in the file. Letters of discipline, without penalties, shall have a pull date of two (2) years (letters of discipline, without penalties, in effect prior to signing this agreement shall have a pull date of twelve (12) months). Discipline, with penalties, that may include time off without pay shall have a pull date of five (5) years (letters of discipline, with penalties, in effect prior to signing this Agreement, shall have a pull date of three (3) years). All pull dates shall commence from date of alleged violation.
- 29.6 Employees may submit a request to the person responsible for maintaining files that there is information (including investigations that may be attached to discipline) in their file that is beyond the pull date. After receiving their request, the originals and any copies of all information related to the event or occurrence or activity, including the request to pull, shall be pulled from the employee's file and returned to the employee in its entirety within ten (10) working days of the Employer's receipt of the request and the approval process completed, unless the Employee is currently under investigation, in which case the file is locked/frozen, pending the completion of the enhancement process.
- 29.7 Nothing contained in this article shall restrict the employee's right to use the grievance process, or the Union's statutory right to receive information necessary and relevant to its collective bargaining responsibilities and duties.

**ARTICLE 30**  
**COURT LEAVE AND JURY DUTY**

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

## **ARTICLE 31 SHIFT TRADES**

- 31.1 Employees of equal skill or rank shall have the option to trade shifts or portions of shifts. Shift trades are an agreement between employees done on a voluntary basis. The employee participating in a shift trade shall be entitled to all benefits afforded to on duty employees.
- 31.1.1 Shift trades are intended to incur no cost to the Employer.
- 31.1.2 Shift trade hours shall not constitute hours for calculating FLSA.
- 31.1.3 The Employer shall have no obligation to keep records of shift trades.
- 31.1.4 The employees, with the approval of the Battalion Chief, shall be responsible for arranging and carrying out a shift trade.
- 31.2 All shift trade documentation shall be completed before the trade using the agreed upon form or electronic process. The Battalion Chief shall approve such shift trades.
- 31.2.1 Once the shift trade documentation or electronic process is completed and approved by the Battalion Chief, the shift then becomes the responsibility of the employee accepting the trade. If both employees agree, a trade may be cancelled at any time, by both employees contacting the on-duty Battalion Chief.
- 31.2.2 An employee who agrees to a shift trade and subsequently fails to complete the trade shall be held responsible for the hours agreed to, as follows:
- 31.2.2.1 An employee who fails to report for an agreed upon shift trade shall be charged the equivalent incurred cost of the Employer for replacement out of their vacation bank in hours (i.e., overtime replacement twenty four (24) hours equates to thirty six (36) hours vacation) at a rate of 1 1/2 hours for each hour not worked. If no overtime is incurred, then the employee will be charged vacation leave at the regular rate.
- 31.2.2.2 An employee who calls in sick prior to an agreed upon shift trade shall be charged the equivalent of the cost incurred to the Employer for replacement out of their sick leave bank of hours (i.e., overtime replacement of twenty four (24) hours equates to thirty six (36) hours sick leave) at the rate of 1-1/2 hours for each hour not worked. If no overtime is incurred, the employee will be charged sick leave at the regular rate. An employee without sufficient sick leave to cover the equivalent cost shall have the commensurate hours taken from their vacation bank.

31.2.2.3 If an employee is responsible to work a trade, and subsequently goes on a disability or other approved FMLA or emergency leave, the employee shall be charged from their leave bank as if they were working their normally assigned shift.

31.3 If an employee becomes sick or disabled while in the performance of a shift trade obligation and leaves work, sick leave shall be charged to that individual as described in Article 18 – Sick Leave.

31.4 Employees working a shift trade and a bereavement event occurs, the employee working the shift trade would follow Article 19.

31.5 Employees may be allowed to relieve another employee serving the previous shift trade prior to the actual scheduled starting time of the oncoming shift or may holdover for up to two (2) hours without notification of the Battalion Chief.

**ARTICLE 32**  
**PROMOTIONAL STANDARDS**

- 32.1 All promotions to positions within the bargaining unit shall be made solely on merit, efficiency, educational requirements, and fitness by open competitive examination among Union members. Examinations shall be free from bias and proper under the rules. Examinations shall objectively and comprehensively test for qualifications for the position. A description of the topics to be covered by each examination shall be discussed with and provided to the Union and posted not less than sixty (60) days prior to the examination.
- 32.2 Unless mutually agreed, examinations shall be conducted by the assessment center method which shall include, but not be limited to, a minimum of four (4) topics: Employee Challenge, Citizen Challenge, Tactical Challenge, and a Spot Topic presentation. The Union may designate an observer, at no cost to the Employer, to observe the promotional examination process. The observer shall be equal or greater rank than that of the position being tested. The Union observer shall not disrupt the examination process. For each examination, the Employer shall be obligated to ensure the examination is impartially administered.
- 32.3 All promotions within the bargaining unit shall follow Policy 2407. A promotional list shall be maintained continuously and shall be valid for two (2) years..
- 32.4 In the event two or more candidates have identical scores, the candidate with the greatest seniority shall be deemed highest scoring. All open vacancies at the time of the testing process shall be filled within thirty (30) days following the completion of the testing process. Employees promoted shall serve a probationary period of one (1) year.
- 32.5 All promotional candidates shall have completed the Agency's JATC program, as long as the JATC program is in place.
- 32.6 Only candidates who receive a combined final score of 75% or higher will be considered for promotion. Candidates are entitled to written and/or oral feedback upon request; such feedback shall identify deficiencies, scores, and areas for improvement.
- 32.6.1 The Fire Chief shall select from the top three (3) qualified candidates, utilizing the Rule of Three for Captain candidates only. Promotion of Lieutenant position shall be in order of ranking on the promotional list.

**ARTICLE 33  
PERSONNEL ASSIGNMENT**

- 33.1 In September of 2015, Firefighters and Officers shall be eligible for one station/shift selection process in order to move to the Four Platoon.
- 33.1.1 Future station/shift selection shall be by mutual agreement by Labor and Management.
- 33.2 Probationary positions shall be assigned by the Battalion Chiefs (BC) approved by the Deputy Chief of Operations.
- 33.3 Voluntary Movement
- 33.3.1 Employees requesting to change stations within the shift, shall initiate the process by submitting a letter of request to their Battalion Chief. The request shall be posted in the Battalion Chief's office. The BC may make the change if eligible. It shall be based on seniority (if there are more than two employees interested) and by eligibility. Employees posting requests for station change have the right of refusal. No more than two positions shall be posted at any one time.
- 33.3.2 Employees requesting to change shifts shall initiate the process by submitting a letter of request to their BC. This letter shall include the reason(s) for the request. The request shall not be granted unless the exchange of shifts meets the goals and needs of the Employer, and approved by each affected BC and the Deputy Chief of Operations.
- 33.3.2.1 The letter shall be returned to the initiator as approved or denied; if denied, the reason(s) for the denial shall be included. If approved, the request shall be posted in the Battalion Chief's office for a period of fifteen (15) calendar days.
- 33.3.2.2 Employees interested in exchanging shifts with the initiator shall submit her/his name to the BC. Upon completion of the posting period, all responders shall be listed by seniority. The initiator has the right of refusal.
- 33.3.2.3 In accommodating the request, the Employer shall incur no expenses. This means individuals shall be willing to accept the other's vacation/Kelly/Debit days or coordinate the exchange with the vacation selection process.
- 33.4 Any open station assignment, due to retirement, promotion, demotion, dismissal, or other reasons creating a vacancy, shall be filled by the BC on a seniority basis. All eligible employees, except those on probation (except off probation by time of assignment), shall have the right to bid for this open position.

- 33.4.1 If there is no open position, the BC may create a vacancy in order to move employees for discipline or performance with approval by the Deputy Chief of Operations.
- 33.4.2 The Employer may create a vacancy in order to move a newly promoted Lieutenant in accordance with Article 5.4 of this agreement. The vacancy shall be created from the three least senior Lieutenants on a shift if voluntary movement is not obtained.
- 33.5 Vacancies due to special assignment shall be eligible for seniority bid on the affected shift and to include the member vacating special assignment.
- 33.6 Employees not on the affected shift may bid on the position, if agreeable by the Employer for 33.4 and 33.5.
- 33.7 In the event an expedited process is needed, the Union shall contact all eligible employees to fill the position.

**ARTICLE 34**  
**MERGERS**

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

**ARTICLE 35  
MILITARY ACTIVATION**

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

for benefit and shift coverage. This will not be deemed past practice in any way for future purpose. State Law (LEOFF) shall cover pension credit.

- 35.8 Any employee activated also reserves the right to accept no help and be placed on leave in accordance with Federal and State law.

**ARTICLE 36**  
**SPECIAL STAFF ASSIGNMENTS**

36.1 Selection Process for Special Staff Assignments

36.1.1 The position shall receive pay based on Appendix A.

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

36.1.3 Employees retiring while serving Special Staff Assignments shall be paid out at a twenty four (24) hour shift hourly rate of pay. .

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

- a. The Human Resources Manager shall notify all potential candidates through the normal General Notice procedure of the position opening.
  - b. The Notice shall be given at least thirty (30) days before the position becomes available. In the Notice, a cutoff date for submitting letters of interest shall be given, as well as a date for when the position will be filled.
  - c. All potential candidates shall submit a letter of interest in the position to the Human Resources Manager.
  - d. Any letters received by the Human Resources Manager after the cutoff date shall not be considered for the position.
  - e. The Human Resources Manager shall verify all letters for qualifications and submit a list of qualified candidates to the Selection Committee.
- (1) Qualification Definition – not currently on a long term disability or on probation.

36.2 Multiple Candidate Process

36.2.1 The Selection Committee shall consist of two representatives appointed by the Union President, a Deputy Chief, and the Human Resources Manager.

- a. The Selection Committee shall schedule an interview with each qualified candidate.

- b. The Union and Employer shall mutually agree upon the questions asked during the interview.

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

36.2.3 The Fire Chief shall appoint the top candidate.

### 36.3 Alternative Process

36.3.1 If there is only one candidate, the Fire Chief may appoint that candidate. Alternatively, the Fire Chief may request the candidate plus the two least senior qualified bargaining unit members be given to the Selection Committee for interview.

36.3.2 If no candidates apply for the position(s), a pool of the three (3) least senior qualified bargaining unit members may be given to the Selection Committee for interview.

36.3.3 When all candidates have been interviewed, the Committee shall provide a list of ranked candidates to the Fire Chief.

36.3.4 The Fire Chief shall appoint the top candidate.

### 36.4 Duration

36.4.1 Appointment to the Special Staff Assignment position shall be for two (2) years. If the employee wishes to continue in the position for another term, he/she shall submit a letter of interest and go through the selection process as outlined in 36.1.3 through 36.3.2.

### 36.5 Response and Training

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

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

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

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

36.6 Additional Training Required

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

Attain the IFC Inspector Certification within twelve (12) months of appointment.

36.7 If an individual selected for a Special Assignment position is unable to complete the assignment due to Agency needs (not discipline), the points shall be pro-rated for time served.

36.8 Individuals selected for Special Assignment positions, who have completed their assignments, shall be afforded a five (5) point increase (or pro-rated amount) in their final assessment center score at the next promotion process they participate in.

**ARTICLE 37**  
**MEDICAL EXPENSE REIMBURSEMENT PLAN (MERP)**

- 37.1 The Employer agrees to pay 100% of the monthly premiums of a medical expense reimbursement plan for employees covered under this Agreement. The contribution rate to the MERP shall not exceed \$75 per month per employee.
- 37.2 All reporting requirements and responsibilities to the MERP 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 MERP.

**ARTICLE 38**  
**WASHINGTON STATE MOBILIZATION**

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

## **ARTICLE 39 SUBSTANCE ABUSE POLICY**

### **39.1 Overview**

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

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

Nothing in this Substance Abuse Article shall be intended to alter the Employers right to discipline or discharge employees for violations of Employer policy, either related or unrelated to drug and/or alcohol use.

### **39.2 Informing Employees About Drug and Alcohol Testing**

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

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

Any decision to voluntarily seek help through the EAP, or privately, will not interfere with an employee's continued employment or eligibility for promotional

opportunities. Information regarding an employee's participation in the (EAP) will be maintained in confidence.

### 39.3 Employee Testing

#### 39.3.1 Reasonable Suspicion Testing

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

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

#### 39.3.2 Post Incident/Accident Testing

39.3.2.1 Employees may be required to undergo urine, breath, saliva, and blood testing if they are a driver involved in a motor vehicle accident (MVA) with an Agency vehicle that results in a fatality or bodily injuries requiring transport for medical treatment.

39.3.2.2 Following an MVA, the driver shall be tested as soon as possible, but not to exceed eight (8) hours from the time of the accident.

39.3.2.3 Nothing in this section shall be construed to require the delay of necessary medical attention for an injured employee following an MVA.

### 39.4 Sample Collection

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

the Employer. The results of employee tests shall be made available to the Medical Review Officer (MRO).

Collection of blood, saliva, or urine samples shall be conducted in a manner which provides for the highest, reasonable degree of security for the sample and freedom from adulteration. Blood or urine samples shall be submitted as per NIDA standards including the recognized chain of custody procedures.

Employees have the right to request Union and/or legal representation to be present during the submission of the sample. However, unless the employee's Weingarten rights (NLRB vs. Weingarten, Inc. 420 U.S. 251, 88 LRRM 2689) should require otherwise, the submission of the sample may be required with or without a Union and/or legal representative being present. Employees shall not be witnessed while submitting a urine specimen. Prior to submitting to a urine, saliva, or blood sample, the employee will be required to sign consent and release form as attached to this article.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preserved manner as established by NIDA approved facility. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer. At the conclusion of this period, the laboratory's paperwork and specimen shall be destroyed. Tests shall be conducted in a manner to ensure an employee's legal drug use and diet does not affect the test result.

### 39.5 Drug Testing

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

#### INITIAL TESTING:

Cocaine metabolites	300 ng/ml
Opiate metabolites <sup>1</sup>	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1,000 ng/ml

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

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

specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

**CONFIRMATORY TESTING:**

Cocaine metabolites <sup>2</sup>	150 ng/ml
Opiate metabolites	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

(2) Benzoyllecgonine

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

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

**39.6 Alcohol Testing**

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

**39.7 Marijuana Testing**

In the State of Washington, marijuana is legal under state law, both as a prescription medication and as a drug used for recreational purposes. Employees shall not be under the psychoactive effects of marijuana causing motor impairment while on duty. Marijuana metabolites can stay in a person's blood for weeks after the psychoactive effects of the drug have completely subsided. In addition, certain topical medications containing marijuana, do not cause any psychoactive effects, but can still result in a positive test for marijuana.

A saliva test shall be used to screen for the psychoactive effects of marijuana use, and if positive, shall be confirmed by a blood test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood test. Sample handling procedures, as detailed in Section 39.4, shall apply. A confirmatory test shall also test for the psychoactive effects of marijuana usage. A positive blood level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

If the employee tests positive for marijuana, the MRO will make a determination, based on current scientific data and other evidence, if the marijuana more than likely caused the behavior or impairment that resulted in the administration of the drug or alcohol test.

If the MRO determines marijuana was not the likely cause of the behavior or impairment that resulted in the administration of the drug or alcohol test, the MRO will not release any results of the marijuana portion of the drug test to the Employer.

#### 39.8 Medical Review Officer

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

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

#### 39.9 Laboratory Results

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

### 39.10 Testing Program Costs

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

### 39.11 Rehabilitation Program

Any employee who tests positive for a substance listed in Sections 39.5 and 39.6 of this article shall be medically evaluated, counseled and treated for rehabilitation as recommended by the Substance Abuse Professional (SAP). In the event the employee disagrees with the treatment recommended by the SAP, the employee may choose to obtain a second opinion from a qualified physician of his/her choice, at their own expense. Employees who complete a rehabilitation program may be re-tested randomly, without notice, for one (1) year following completion of a rehabilitation program.

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

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

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

### 39.12 Duty Assignment After Treatment

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

All records related to drug and alcohol testing (including rehabilitation) shall be maintained in medical file in a secure location with controlled access. These

records shall be kept separate from records pertaining to Section 39.11 Duty Assignment after treatment for the protection of the individual employee and the Employer.

### 39.13 Right of Appeal

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

### 39.14 Savings Clause

The Employer and Union have agreed upon this Article in good faith and with the understanding its provisions are consistent with applicable law. In the event any of the provisions of this Article are determined to be illegal by a court of competent jurisdiction or inconsistent with applicable law, the remainder of this Article shall remain in effect and the parties shall meet to negotiate a replacement provision. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program as set forth herein or the Employer's Substance Abuse Policy, which shall apply uniformly to bargaining unit members; provided, if there are any conflicts between the provisions of this Article and the Employer's Policy, this Article shall govern.



**ARTICLE 40  
DURATION AND COMPLETE AGREEMENT**

40.1 This Agreement and all of the terms and conditions herein, shall become effective January 1, 2015, and shall remain in full force and in effect through December 31, 2018. All rights and duties of both parties are specifically expressed in this Agreement and such expressions are all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term, subject only to the desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over successor collective bargaining agreements.

Approved on this \_\_\_\_ day of \_\_\_\_\_, 2015, by the King County Fire Protection District 10 Board of Commissioners and Fire Chief.

\_\_\_\_\_  
Donald Smith, Chairman  
Board of Commissioners

\_\_\_\_\_  
Michael Mitchell, Commissioner

\_\_\_\_\_  
Richard Gaines, Commissioner

\_\_\_\_\_  
Michael Fisette, Commissioner

\_\_\_\_\_  
Lawrence Rude, Commissioner

\_\_\_\_\_  
Lee A. Soptich, Fire Chief

Approved on this \_\_\_\_ day of \_\_\_\_\_, 2015, by the Representatives of International Association of Firefighters Local 2878.

\_\_\_\_\_  
Jonathan Wiseman, President,  
IAFF Local 2878

\_\_\_\_\_  
Dean deAlteriis, Vice President,  
IAFF Local 2878

**APPENDIX "A"**  
**SALARIES AND WAGES**

**LEOFF PERSONNEL**

Effective January 1, 2015, the basic wage rates in effect December 31, 2014, shall be modified by adjusting the First (1st) Class Firefighter wage rate by 0.75% and rounding up to the nearest ten (10) dollars, from \$7,270 to \$7,330.

Effective January 1, 2016, through December 31, 2018, the basic wage shall be adjusted per Article 9.

**SALARY SCHEDULE (Suppression Personnel)**

	2015	2016	2017	2018
Captain	120%	120%	122%	124%
Lieutenant	110%	110%	112%	114%
1 <sup>st</sup> Class FF	100%	100%	100%	100%
2 <sup>nd</sup> Class FF	90%	90%	90%	90%
3 <sup>rd</sup> Class FF	80%	80%	80%	80%
4 <sup>th</sup> Class FF	70%	70%	70%	70%

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

## **APPENDIX “B”**

Bargaining Unit Roster Maintained by IAFF Local 2878  
(for purposes of Article 11 - Longevity Pay)

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

## **APPENDIX “C”**

The Employer acknowledges that the following jurisdictions were recognized by the Union as comparable jurisdictions during the negotiations of this Agreement:

Cities of: Bellevue, Everett, Kirkland, Redmond, Renton

King County Regional Fire Authorities: Kent Regional Fire Authority, Valley Regional Fire Authority

King County Fire Districts: Shoreline, Woodinville Fire & Life Safety, South King Fire & Rescue

Pierce County Fire Districts: Central Pierce Fire & Rescue, West Pierce Fire and Rescue

Snohomish County Fire District 1.