

AGREEMENT

BY AND BETWEEN

KING COUNTY FIRE DISTRICT NO. 16

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2459

JANUARY 1, 2005 THROUGH DECEMBER 31, 2007

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AGREEMENT
BY AND BETWEEN
KING COUNTY FIRE DISTRICT NO. 16
AND
LOCAL 2459, IAFF

ARTICLE 1 RECOGNITION

- 1.1 The District hereby recognizes the Union as the exclusive representative and bargaining agent for all of the regular full time uniformed employees of the District, as defined in R.C.W. 41.26.030, excluding officers of the District with the rank of Deputy Chiefs and above. "Full-time employee" shall mean an employee whose regular work shift is 40 hours or more per week on a permanent basis as approved by the Commissioners. When the term "employee" is used in this Agreement it shall mean a member of the bargaining unit. Whenever words denoting a specific gender are used in this Agreement, they shall apply equally to either gender.

ARTICLE 2 PERFORMANCE OF DUTY

- 2.1 Nothing in this Agreement shall be construed to give an employee the right to strike, and no employee shall strike or refuse to perform his assigned duties to the best of his ability during the term of this Agreement. The Union agrees that it will not condone or cause any strike, slowdown, mass sick call, or any other form of work stoppage or interference with normal District operations.
- 2.2 Neither an employee nor the District will intentionally waive any provisions of this contract, unless such waiver is mutually agreed upon by the Union and the District.

ARTICLE 3 UNION MEMBERSHIP

- 3.1 The District shall not terminate nor be required to terminate any employee for failure to pay union dues, unless such failure to pay dues is without legal justification.
- 3.2 All present employees who are members of this Union shall, as a condition of employment, maintain their membership. All employees shall become a member on their date of hire. Membership in the Union will not be denied or terminated for any reason other than failure of an employee covered by this Agreement to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

3.3 HOLD HARMLESS – The Union agrees to hold the District harmless from any claims filed by any employees against the District arising out of the District's activities to enforce the provisions of this Article, except those caused by negligence of the District.

ARTICLE 4 CHECK OFF

4.1 By written authorization by a duly elected officer of the Union, the District shall deduct from the monthly pay of each member such monthly dues as certified by the Union official. These dues shall be forwarded to the appropriate officer of the Union by the District.

4.2 The Union shall indemnify the District and save the District harmless from any and all claims against the District arising out of the administration of this Article, including the amounts of union dues deducted and withheld from earnings, except those caused by the negligence of the employer.

ARTICLE 5 SAFETY COMMITTEE

5.1 A joint safety committee shall be established in accordance with Washington Administrative Code and Department Policy.

ARTICLE 6 DISCRIMINATION

6.1 The District and the Union agree not to interfere with, restrain or coerce public employees in the exercise of their rights guaranteed under the Public Employee's Collective Bargaining Act, and the District agrees not to control, dominate or interfere with the bargaining representative, nor to discriminate against an employee who has filed an unfair labor practice charge. The Union agrees not to interfere with nor coerce any employee in the exercise of his rights guaranteed under the Public Employee's Collective Bargaining Act. The Union agrees not to induce the public employer to commit an unfair labor practice.

ARTICLE 7 UNION BULLETIN BOARD

7.1 The District agrees to provide a suitable bulletin board space in a convenient place in each station to be used exclusively by the Union. No material shall be posted except notices of meetings and elections, changes in Union by-laws, notices of employee social occasions and similar Union notices, letters, and memorandums. All material shall be signed by an officer of the Union. The Union shall limit the posting of any material on the Fire District's premises to its own bulletin board.

ARTICLE 8

UNION BUSINESS

- 8.1 The Employer shall allow the Union a total of sixty four (64) hours paid Union Leave per calendar year for Union officials to attend official Union business. Said leave shall be used in compliance with Department Policy. Unused leave time may be carried over to the next calendar year to a maximum of 128 hours.
- 8.2 The Union shall be allowed to hold its Union meeting at District fire stations, subject to the following:
- 8.2.1 Regular meeting shall be held after 1800 hours on the third Wednesday of each month at Headquarters Station.
- 8.2.2 Employees who are on duty at the time of any such meeting shall be permitted to attend.
- 8.3 Special Union meetings that include on-duty personnel shall require prior approval of the Chief as to time, location and date.
- 8.3.1 No such meeting shall interfere with the emergency duties.
- 8.4 All negotiating sessions shall be held at a place and time mutually agreed upon by the negotiations committee and the District's negotiators. On-duty employee/negotiators shall be required to respond to all emergency calls received during the course of negotiating sessions. If said on-duty person's attendance at any negotiating session is deemed essential by the District's negotiators, qualified off- duty persons shall be provided by the District to fill in to handle all emergency calls received during the course of the meeting or session.

ARTICLE 9

MANAGEMENT RIGHTS

- 9.1 The management of the District and the direction of the work force is vested exclusively in the Employer, subject to the terms of this Agreement and applicable law.
- 9.2 Matters not specifically and expressly covered or treated by the language of this Agreement may be administered by District policy and/or procedures, including but not limited to all matters related to its program, facilities, budget, personnel and staffing.
- 9.3 The District assures the Union that in placing the terms of this Agreement in effect, the District will bargain within the Union any changes to wages,

hours and working conditions, even though such are not itemized in this Agreement.

ARTICLE 10 HOURS OF DUTY

- 10.1 Each employee shall be scheduled to work 2,496 hours annually. Annual hours could be increased or decreased by one (1) hour for regularly scheduled shift employees due to daylight savings time changes
- 10.2 The shift schedule to be employed for the contract term shall be a four (4) platoon system of twenty-four (24) hour shifts averaging forty-eight (48) hours per week. The shift will provide one 24-hour shift on and two 24-hour shifts off, one 24-hour shift on and four 24-hour shifts off.
- 10.3 Each employee shall have debit days of twenty-four (24) hours each to attain his maximum number of one hundred four (104) 24-hour scheduled shifts to equal 2,496 annual hours. Debit days shall be scheduled on the employee's second or third day of a four day off period, by the District at its discretion.
- 10.4 Battalion Chiefs shall work a modified shift schedule as delineated in Policy 2422/2422P.
- 10.5 Each employee shift schedule and assignment, including days of work, days off, and hours, shall be tentatively established by December 7th of each calendar year for the ensuing calendar year, and shall thereafter be changed only upon action of the Chief or delegate.
- 10.6 The Chief may temporarily assign employees to an eight (8) or ten (10) hour work day (40 hours per week) with an unpaid, unrestricted lunch period.
- 10.6.1 Employees assigned to a temporary eight (8) or ten (10) hour shift shall receive time and one-half for hours worked over forty (40) hours per week or eight (8) or ten (10) hours per day.
- 10.6.2 Holidays worked while on temporary assignment are payable at double time.
- 10.6.3 Temporary eight (8) hour shifts shall be Monday through Friday, day shift only.
- 10.6.4 Temporary ten (10) hour shifts shall be Monday through Thursday or Tuesday through Friday, day shift only.
- 10.6.5 Employees temporarily assigned to days shall not be required to work the Saturday and Sunday preceding or following their assignment.

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- 10.6.6 Employees temporarily assigned to eight (8) or ten (10) hour shifts shall for pay and hour purposes be treated as if they are still working their regularly assigned shifts. Such employees will be credited with all hours they would have worked had they continued on their regular shift.
- 10.7 When a temporary shift assignment is available, the Chief shall solicit for volunteers by posting a notice. The notice shall include a description and the length of the assignment. The assignment shall then be made from those volunteering. If there are no qualified employee volunteers the Chief shall assign an employee for up to thirty (30) calendar days.
- 10.7.1 Officers may be required to teach recruit school. Selection will be made first on the basis of volunteers, and if no one volunteers, then the assignment shall be set forth on a rotation basis, starting with the highest ranking and most senior officer.
- 10.8 No employee shall be temporarily assigned more than once each calendar year, except by mutual agreement.
- 10.9 Shift schedules apply to the position, not the employee. Employees shall have the privilege of trading work shifts when the exchange does not result in any expense to the District. Such exchanges must be approved in advance by the Chief or delegate.
- 10.10 Early relief and hold-over coverage shall be allowed when approved by the Chief or his delegate.
- 10.11 LIGHT DUTY – Employees unable to perform the full duties of their position due to injury or illness may request, in writing, to be assigned to work light duty consistent with the provisions of RCW 51.21.090 under the following conditions; provided, however, the decision of the Chief shall not be the subject of a grievance, and the Chief's decision shall not set precedent nor shall it establish a past practice.
- 10.11.1 The injury has been determined by the employee's physician not to be permanently disabling.
- 10.11.2 The approval of the employee's physician shall include any limitations to the light duty assignment.
- 10.11.3 The Fire Chief shall determine that the light duty activities for which the employee is qualified are available.
- 10.11.4 Hours of work shall be as set forth in the day shift schedule.
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- 10.11.5 The employee requesting light duty may be required to submit to an evaluation, by the District's Physician to determine fitness for the light duty assignment.
 - 10.11.6 A light duty assignment may be limited to a specific task or project assignment and may not include the entire duration of an employee's disability.

ARTICLE 11 UNIFORMS

- 11.1 All protective equipment, devices, clothing and uniforms required by State or Federal Law or the Employer in the performance of their duties shall be furnished by the Employer.
- 11.2 The Employer will furnish all required uniform items in accordance with the uniform standard. Uniform articles will be replaced due to wear and tear as determined by the District.
- 11.3 The Employer shall replace or repair items damaged or rendered unserviceable while in the performance of assigned duties. Maintenance provided by the District shall be limited to washer/dryer/laundry soap for cleaning.
- 11.4 Except as stated below, dry cleaning shall not be furnished by the District. The employee is responsible to maintain all uniform articles in acceptable condition of cleanliness, repair and presentation at all times. Dry cleaning Class A uniforms, uniform jackets, and any other uniforms mandated to be dry cleaned by the District shall be the responsibility of the District in situations where they are required to be worn and are soiled from performance of operations duty. Dry cleaning shall be at a facility designated by the District.
- 11.5 The Employer shall provide SCBA prescription lenses for employees who require such lenses.

ARTICLE 12 VACATION

12.1 Employees shall accrue vacation leave in accordance with the following:

0-1 Year	6.66 Hours per Month to Equal	80 Hours per Year
1-3 Years	8 Hours per Month to Equal	96 Hours per Year
3-5 Years	10 Hours per Month to Equal	120 Hours per Year
5-6 Years	14 Hours per Month to Equal	168 Hours per Year
6-8 Years	16 Hours per Month to Equal	192 Hours per Year
8-15 Years	18 Hours per Month to Equal	216 Hours per Year

15-20 Years	20 Hours per Month to Equal	240 Hours per Year
20+Years	24 Hours per Month to Equal	288 Hours per Year

- 12.2 Employees who have heretofore or shall hereafter enter Local 2459 through lateral entry shall receive credit for their total number of months of full time service in other departments.
- 12.3 At the termination of employment of a Union employee, the District will pay for unused vacation time at the employee's regular position and rate provided, that if the employee shall have been in a particular position and rate less than 6 months prior to termination, then unused vacation will be paid for on the basis of position when accrued.
- 12.4 Union employees shall be permitted to accrue a maximum of two hundred eighty-eight (288) vacation hours.
- 12.5 The District shall manage the administration of vacation leave as delineated in Policy 2733P.

ARTICLE 13 HOLIDAYS

- 13.1 HOLIDAY HOURS – Employees shall be entitled to ninety-six (96) hours of off-time annually as consideration for holidays.
- 13.2 The District shall manage the administration of holiday leave as delineated in Policy 2733P.

ARTICLE 14 WAGES

- 14.1 SCHEDULE OF WAGES - Effective January 1, 2005 the wages shall be set forth as follows: (2.0% COLA plus 4% market adjustment)

RANK	TIME IN RANK	% of FF3	MONTHLY	HOURLY
Firefighter Recruit	0-12 Mo.	70%	\$3,779.93	\$18.17
Firefighter I	13-24 Mo.	80%	\$4,319.92	\$20.77
Firefighter II	25-36 Mo.	90%	\$4,859.91	\$23.36
Firefighter III	37+ Mo.	100%	\$5,399.90	\$25.96
Lieutenant		115%	\$6,209.88	\$29.86
Battalion Chief	0-12 Mo	133%	\$7,181.86	\$34.53
Battalion Chief	13+ Mo	136%	\$7,343.86	\$35.31

- 14.2 Effective January 1, 2006, the District agrees to increase Union employees' base wage by one hundred percent (100%) of the Seattle/Tacoma/Bremerton

MSA CPI-U, all items, June 2004 to June 2005. The increase shall not be less than one percent (1%), nor shall it exceed six percent (6%).

- 14.3 Effective January 1, 2007, the District agrees to increase Union employees' base wage by one hundred percent (100%) of the Seattle/Tacoma/Bremerton MSA CPI-U, all items, June 2005 to June 2006. The increase shall not be less than one percent (1%), nor shall it exceed six percent (6%).
- 14.4 The Consumer Price Index (CPI-U percentage increase) shall be calculated as follows: The CPI-U index points for the current period, (June) less the CPI-U index points for the previous period, (previous June) divided by the previous CPI-U index points, multiplied by 100.
- 14.5 In addition to time in service, advancement through the step plan shall be based upon satisfactory performance.

ARTICLE 15 OVERTIME

- 15.1 Work performed outside of regular duty hours shall be considered overtime. All overtime shall be computed at one and one-half (1½) times the sum of base rate plus supplemental pay for the employee who works outside of regular duty hours. The base rate of pay shall be determined by dividing the annual salary for such employee by 2,496 hours (scheduled annual hours) and the overtime rate by multiplying the result of that division by 1.5. Overtime shall be paid in thirty (30) minute increments.
- 15.2 CALLBACK – Employees that have completed their shift and are called back to work shall receive not less than two (2) hours at the employee's overtime rate of pay.
- 15.3 Where overtime is accrued by an employee while in an "acting" higher position, the base hourly rate shall be determined by dividing the base annual salary for the higher position (adjusted for such employee's supplemental pay) by 2,496. The overtime rate shall then be determined by multiplying that result by 1.5.
- 15.4 Overtime must be approved in advance by the Chief or his delegate.
- 15.5 Should an employee work on Thanksgiving and/or Christmas, said employee shall receive one-and-one-half (1½) times the employee's regular straight time hourly rate of pay for all hours worked on these specified holidays, as further described in policy 2733P.

ARTICLE 16 SUPPLEMENTAL PAY

- 16.1 The District agrees to a point system for supplemental pay: for every sixty (60) points earned by the Union employee under this article, the District shall increase the employee's pay by 1% of the employee's base salary. Points shall be allowed as follows:
- 16.2 LONGEVITY – Two (2) points shall be allowed each employee for every month employed as a full time employee by King County Fire District 16.
- 16.3 EDUCATION PAY – One (1) point shall be allowed for each credit earned toward an A.A. degree in Fire Science. When the employee has been awarded his A.A. degree, the District will allow an additional 30 points as bonus.
- 16.3.1 One (1) point shall be allowed for each credit earned toward a B.S. degree in Fire Science. When the employee has been awarded his B.S. degree, the District will allow an additional 30 points as bonus.
- 16.3.2 Employees who are employed prior to December 31, 2001, who have earned a Bachelors degree in a field other than Fire Science, and who obtain a second Bachelors Degree in fire science shall be compensated as follows: The employee may accumulate points as credits are earned while completing the required additional forty-five (45) or more credits and apply such points toward compensation. When the employee has completed his/her second B.S. Degree in Fire Science, however, the District will allow a maximum of one hundred eighty (180) points for the degree. The District will also allow an additional thirty (30) points as a bonus. The maximum points that may be obtained for this second B.S. Degree is a total of two hundred ten (210) points.
- 16.3.3 Employees hired after December 31, 2001, must complete an A.A. degree in Fire Science prior to being compensated for a B.A. or B.S. degree as outlined in 16.3.2
- 16.4 During an employee's first twelve (12) months of service the employee shall earn points but shall not receive supplemental pay. Any applicable college credits earned prior to employment shall be applied to the point program.
- 16.5 Any change in the status of accrued points shall be submitted to the Employer on the appropriate form, which shall commence on the first full period following application.
- 16.6 The Employer shall pay for, or provide required books and tuition for approved courses limited to an annual budget amount as approved by the Board of Commissioners. All books shall remain the property of the Employer.

16.7 Employee's who fail to satisfactorily complete the course shall be required to pay back the tuition.

16.8 In no event shall the total educational achievement program exceed two hundred-forty (240) points, or four (4%) percent.

ARTICLE 17 HEALTH CARE

17.1 MEDICAL INSURANCE – For the contract year 2005, the District agrees to provide and pay 100% of the Employee, Spouse and Dependent coverage under the following group medical insurance plans in accordance with the Washington State Fire Commissioners Insurance Group.

- A. Group Health Plan
- B. Preferred Provider Plan
- C. Comp PPO 1 Plan
- D. Comp PPO 2 Plan

17.1.1 The District shall pay the full premium cost for the selected plan. In addition, the District agrees to reimburse the employee for expenses in excess of \$600 incurred by the employee in any insurance contract year for co-pays and/or deductibles required under the insurance carrier's medical plan. No reimbursement will be made by the District for expenses exceeding policy limitations.

17.2 DENTAL INSURANCE – During the term of this contract the District shall pay 100% of the cost of the dental and orthodontic insurance care program for employee, spouse and dependents through the Washington Fire Commissioners Association, Washington Dental Service Program #226.

17.3 Should any of the above plans be substantially changed during the life of this Agreement, the parties shall immediately meet and bargain the impact of such changes.

17.4 DEFINITIONS – A dependent shall mean a naturally born or a legally adopted child under the age of 18 years or, being over the age of 18 years, qualifies as a dependent under IRS rules and regulations or under the provisions of a particular medical or dental insurance contract in effect. Nothing contained in this paragraph shall be construed to limit or lessen the District's legal obligation for payment of medical expenses of LEOFF I Employees.

ARTICLE 18 FAMILY CARE LEAVE

18.1 Employees entitled to sick leave benefits shall be allowed to utilize accumulated sick leave under Policy 2721.

ARTICLE 19 SICK LEAVE

19.1 The District agrees to allow sick leave to employees as follows:

19.1.1 LEOFF I coverage as provided by LEOFF I plan for LEOFF I employees (RCW 41.26). In addition, LEOFF II employees shall accrue sick leave at the rate of thirteen (13) hours per month of employment. Sick leave benefits will begin accrual on the date of employment with an award of 91 hours of sick leave, with no additional accrual until the 8th month.

19.2 It is further understood by Union employees that the purpose of sick leave is to rehabilitate and recuperate from illness or injury and that it is the employee's responsibility to take appropriate measures while on sick leave to accomplish this. Any abuse of sick leave may result in disciplinary action or termination of the employee.

19.3 UNUSED SICK LEAVE – All regular employees who retire from the District (regular service retirement), or suffer a permanent disability which precludes employment, or in the event of death (the employee's designated beneficiary) shall be compensated fifty percent (50%) of the unused sick leave to a maximum pay back of four hundred (400) hours at the employee's regular rate of pay. This benefit may be used only once by each employee.

19.4 UNUSED SICK LEAVE – Line of Duty Death - All regular employees who loose there life on duty (the employee's designated beneficiary) shall be compensated for one hundred percent (100%) of the unused sick leave.

ARTICLE 20 BEREAVEMENT LEAVE

20.1 In the event of a death of a member of an employee's immediate family or the employee's spouse's immediate family, said employee shall be granted paid leave of forty eight hours (48) for twenty-four (24) hour shift employees, or 40 hours for employees assigned to days. Additional time, if needed, must be deducted from other accumulated optional leave time.

20.2 Employees notified of death in the immediate family, shall be immediately excused from work for the balance of the shift. Such leave shall be in addition to the benefit stated in the preceding paragraph.

20.3 For the purpose of this article, immediate family is defined as follows: spouse, child, mother, father, brother, sister, grandparent, grandchild.

ARTICLE 21 EMERGENCY LEAVE

21.1 The District agrees to allow up to a total of twenty-four (24) hours per calendar year off with pay for each employee when the District is notified that the employee's spouse or child or the parents of the employee or the employee's spouse has unexpectedly become seriously ill or injured or that a family emergency exists that requires the employee to be immediately off work to attend to such a situation.

21.2 An employee working a shift or en-route to a shift may take the whole shift off if necessary but shall not be paid for more than twenty-four (24) hours in any one calendar year. In the event that the emergency situation requires the employee's presence for more than twenty-four (24) hours, the employee shall have the option of utilizing one of the following to offset any hours beyond twenty-four (24):

21.2.1 Holiday time

21.2.2 Vacation time

21.2.3 Sick Leave, provided all vacation and holiday time has been used.

21.3 An employee who is working on an overtime basis will be allowed to leave work in an emergency such as described in Paragraph 1 above, but will be paid only for hours actually worked.

21.4 For the purposes of this article, "Emergency", "Unexpectedly Seriously Ill" are defined as follows:

21.4.1 A condition which occurs without any prior knowledge or warning.

21.4.2 A condition which requires immediate care by a physician, emergency department or other definitive medical care.

21.4.3 A condition with family members that could or will become worse or threaten the well-being of family members if the employee is not present.

21.4.4 A situation where damage to an employee's real property (primary residence) will become worse without immediate mitigation by the employee.

21.4.5 Childbirth shall be deemed an emergency under this Article.

ARTICLE 22 LEAVE OF ABSENCE

- 22.1 Unpaid leave of absence may be allowed for a period not to exceed two months, subject to the following conditions:
- 22.1.1 Authority for such leave shall be at the discretion of the Board of Commissioners or, if the Board shall adopt appropriate guidelines, then such leave may be granted by the Chief in accordance with those guidelines.
- 22.1.2 Upon request an employee shall be granted unpaid leave of absence for injury or illness not related to an on the job injury for up to six months, provided that the employee has more than 200 hours of combined leave (sick, vacation, and holiday) at the time of the injury or illness. The need for leave of absence for illness or injury shall be supported by medical evidence satisfactory to the Employer.
- 22.2 During the unpaid leave of absence the District shall not pay nor be liable for medical insurance premiums, disability insurance premiums, personal injury protection insurance premiums, life insurance premiums, nor any other employer-paid benefits. The employee shall accrue no sick leave, vacation, holiday nor any other entitlement during the unpaid leave period.
- 22.3 The employee may provide for continuity of insurance coverage by paying the premium cost to the District. Such payments must be received by the District before the last working day of each month of coverage.
- 22.4 Seniority shall continue to accrue during an unpaid leave of absence for injury or illness but shall not accrue during leaves of absence for other reasons.
- 22.5 All compensation to which an employee may be entitled must be used before an unpaid leave of absence is granted. Such compensation includes but is not limited to vacation leave, holiday leave and sick leave, in the case of leave for injury or illness.

ARTICLE 23 DISABILITY/SUPPLEMENT

- 23.1 The District agrees to provide for the disability of uniformed employees, or to supplement state disability plans for uniformed employees as follows:
- 23.1.1 LEOFF I coverage, as provided for LEOFF I plan for LEOFF I employees (RCW 41.26).
- 23.1.2 LEOFF II coverage, as provided for LEOFF II plan for LEOFF II employees (RCW 41.26).

23.2 In addition, each LEOFF II employee shall be paid a sum equal to one hundred percent of the Standard Disability Option 2 plan with the January payroll of each calendar year from which sum the employee may elect to acquire supplemental disability coverage. However, the parties agree that this additional sum is income, not a benefit, and the District has no responsibility for providing supplemental disability insurance.

ARTICLE 24 TEMPORARY DETAIL TO A HIGHER POSITION (ACTING)

24.1 An employee who is temporarily assigned to a classification higher than their official rank shall receive the same hourly rate of pay as the higher classification for time worked at the higher classification.

24.2 Temporary vacancies of less than thirty (30) calendar days shall be filled by an eligible acting officer from the shift in which the vacancy occurs. For temporary vacancies longer than thirty (30) calendar days the highest ranking candidate shall have the option to fill the vacant position.

24.3 No permanent officer's position within the Department shall be filled with an acting officer for a period in excess of six (6) months. The Chief shall promote from the current eligibility list at the end of the six (6) month temporary period.

24.4 Acting out of class is offered only to those currently on that class promotional list.

ARTICLE 25 RESPONSIBILITIES AND SAFETY CONSIDERATIONS

25.1 Local 2459 agrees to perform routine station maintenance and preventative maintenance, except major work, which would take Union members away from, or hinder, normal fire department functions. In such instances, the District shall provide outside help or labor to accomplish maintenance. No member of Local 2459 shall be required to perform work that would create risk of injury to any employee due to lack of ability or knowledge on the part of the employee to perform the task properly. No employee shall be required to perform work on property or equipment other than that which is used for normal fire department operations.

ARTICLE 26 GRIEVANCE PROCEDURE

26.1 GRIEVANCE DEFINED – A grievance is an unresolved dispute between the District and the Union or member(s) of the Union's bargaining unit as to the interpretation, application or alleged violation of any terms of this Agreement, provided an employee who is on probation may not appeal a discharge to this grievance procedure.

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- 26.2 GRIEVANT DEFINED – A grievant may be either the Union or an individual member or members of the Union's bargaining unit.
- 26.3 UNRESOLVED DISPUTE DEFINED – A dispute or disagreement shall be deemed unresolved only after a request for informal review has been submitted in writing to the Chief of the District and a written response unsatisfactory to the grievant has been received, or upon the expiration of 10 calendar days from submission without response, whichever first occurs.
- 26.4 PROCEDURE WHEN GRIEVANCE CLAIMED – In the event a grievance is claimed, the procedure for resolution of the issue or issues involved shall be as follows:
- 26.4.1 The entity (Union or employee/employees) asserting the grievance shall present the claim in writing to the Union grievance committee within 60 calendar days of the date the of the alleged violation of a specific term of the agreement. The Union grievance committee shall then make inquiries and investigation into the facts and circumstances of the claim.
- 26.4.2 If in the judgment of the Union grievance committee the claim meets the definition of a grievance, was timely submitted, and has merit, the Union may on behalf of the grievant and within 20 calendar days after presentation of the claim, submit the matter in writing to the Chief or designee, stating its findings as to definition, timeliness and merit, and clearly set out the contract provision allegedly violated, the facts of the alleged grievance, and the remedy sought.
- 26.4.3 In the event that the Union grievance committee finds against the claimant, or without such finding otherwise elects not to proceed, the claimant(s) may, within twenty (20) calendar days proceed as grievant(s) without Union participation by presenting the matter to the Chief of the District and clearly set out the contract provision allegedly violated, the facts of the alleged grievance, and the remedy sought.
- 26.4.4 Upon timely receipt of the submission and notice of the alleged grievance, the Chief shall make a separate investigation and inquiry, and within 20 calendar days of such receipt notify the grievant in writing of the administration's decision concerning the matter, and the reasons therefore. If the Chief fails to respond within the prescribed time limits, the grievance shall be automatically advanced to the next step.
- 26.4.5 A grievant may appeal the decision of the Chief or the Chief's failure to act within the time period set forth above to the Board of Commissioners by submitting a written request for review to the Board within 14 calendar days after the Chief's written decision to the grievant or after the decision was

due, whichever first occurs. A request for review shall state the reasons for the review in support of the appeal including but not necessarily limited to all documents previously submitted in prior stages of the proceedings, shall accompany the request for review.

- 26.4.6 After receipt of the request for review, the Board of Commissioners shall at their sole discretion make any investigation required within 30 calendar days after receipt of the grievant's request for review, inform the grievant, in writing, of the Board's findings and decision: Provided that the time for decision by the Board may be extended by mutual agreement of the Board and the grievant.
- 26.4.7 If the grievant is dissatisfied with the findings of the Board of Commissioners, then the grievant may seek further review by arbitration. Within thirty (30) calendar days following the decision of the Board of Commissioners arbitration may be initiated by the grievant who shall serve written notice on the other party, in writing, indicating their intent to proceed to Arbitration and such written notice shall contain a copy of the written request to the Public Employment Relations Commission to submit a list of nine arbitrators. Alternately, and by mutual agreement of the parties, a request for arbitration may be made through the auspices of the American Arbitration Association. The neutral arbitrator shall be selected by the alternate striking of names from the list or lists submitted or by such method as may be specified under the rules of the American Arbitration Association. The final decision of the arbitrator so selected shall be final and binding on all parties.
- 26.4.8 Any notice required to be given to the grievant under this Article 26 shall be given to both the Union and to the individual grievant(s). Any action required to be taken by the grievant may be separately undertaken by the individual grievant in any case wherefore the Union declines or fails to take such required action.
- 26.4.8.1 Any grievant herein shall have the right to representation at any step of the grievance procedure outlined above.
- 26.4.9 It is agreed that the District and the Union shall equally pay for all costs associated with the selection and services of the neutral arbitrator.
- 26.4.10 Each party shall bear the cost of presenting its own case, including all costs for its attorney(s) and/or other representative(s).

ARTICLE 27 RULES AND REGULATIONS

27.1 The Union agrees that its members shall comply in full with fire department rules, regulations, policies and procedures. Including those relating to conduct and work performance; provided however, that any non probationary employee disciplined, suspended, or discharged for violation of rules, regulations or policies and procedures shall have the right to grieve pursuant to Article 26 of this Agreement, based on whether the employee was properly disciplined for just cause. The union reserves the right to grieve changes to policies and procedures that effect wages hours and working conditions, which are mandatory subjects of bargaining.

ARTICLE 28 WITNESS DUTY

28.1 The District shall compensate an employee honoring an official court subpoena resulting from an employee's assigned duty with the District at the regular rate of pay if such witness duty is performed during the employee's regular shift, and at the overtime rate otherwise, with a two-hour minimum. In the event that a District-related court appearance occurs as a continuation of an employee's shift, overtime shall be paid on the basis of actual time worked with no minimum.

28.2 The employee shall inform the District immediately upon receipt of a subpoena, and shall provide a copy thereof to the District.

28.3 The District is not obligated to compensate employees for court leave other than job-related reasons. Subpoenas issued for incidents witnessed while on duty shall be considered job related.

28.4 Any remuneration that the employee may be entitled to receive by reason of such witness duty from the court or any other source shall be signed over to the District, except mileage allowances in those instances where the employee's personal vehicle is used for transportation to and from the court. It shall be the duty of the employee to effect collection of all remuneration to which the employee is entitled.

ARTICLE 29 JURY DUTY

29.1 All employees shall be allowed necessary leave to serve as a member of a jury. During such leave, employees will be paid at their regular rate of pay. Any jury duty pay (exclusive of expenses) received for service on a work day shall be reimbursed to the employer.

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

ARTICLE 30 REDUCTION IN FORCE

30.1 In case of personnel reduction, the employee with the least seniority shall be laid off first. Seniority is defined as continuous full-time employment under the jurisdiction of Local 2459, calculated from the date of full time employment . Continuous service is broken by anything other than layoffs, leave for illness or injury, other approved leaves of absence or military leave. Employees with the same date of hire shall be assigned to the seniority list in order of their ranking on the hiring eligibility list. No new employee shall be hired until the laid off employee has the opportunity to return to work; provided, that if unless the employer desires for compelling reasons to lay off in other than the above described fashion, and an agreement cannot be reached with the Union on a layoff order, then the Public Employee's Relations Commission shall be asked to appoint an arbiter who shall hear arguments and establish an order of lay-off.

ARTICLE 31 DISCIPLINE

31.1 The District will take no action against a member of the Union without just cause.

31.2 The District and the Union will abide by a mutually agreed on disciplinary procedure as published by the District under the title of policy 2604P.

ARTICLE 32 WELLNESS

32.1 The District agrees to allow employees sufficient time to engage in physical fitness activities during non structured time.

32.2 The District shall purchase needed physical equipment, and shall repair, maintain and upgrade the physical fitness equipment.

32.3 The Union and the District agree to work cooperatively to maintain a health and wellness program as defined in policy.

ARTICLE 33 PROBATIONARY PERIOD

33.1 The entry probationary period shall start on the first day of employment and continue for a period not to exceed twelve (12) months. Employees discharged during the probationary period may not grieve the discharge.

33.2 There shall be a twelve (12) month probationary period for all promotions made within the bargaining unit. It is agreed that the probation period shall only relate to the rank and/or step for which the member is promoted. If any employee fails to complete their promotional probationary period, they shall be returned to the rank and wage rate from which they were promoted.

ARTICLE 34 LABOR/MANAGEMENT COMMITTEE

34.1 In order to improve Employer/Employee relations, both parties recognize the benefit of labor/management cooperation in improving communication, addressing operational issues, and for providing a better work environment. It is the intent of both parties to establish a committee to address specific projects or areas of mutual concern as such needs are identified by the parties. The committee will meet no less than once every three (3) months and both parties shall submit agenda items to be discussed in advance of such meeting. It is agreed that the Labor/Management committee shall have no collective bargaining authority and that understandings reached by both parties will be supported by the parties. The committee shall be composed of two (2) representatives of and appointed by the Union, and two (2) representatives of the District.

ARTICLE 35 PROMOTIONS

35.1 Promotional procedures shall be conducted as provided in the procedure entitled "Promotional Testing" #2421P. An individual employee may not file a grievance, provided however the union may grieve to determine if the Employer followed the testing procedure.

ARTICLE 36 SAVINGS CLAUSE

36.1 If any article of this Agreement, or any addendum hereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected hereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article.

ARTICLE 37 TRAINING REIMBURSEMENT

37.1 Employees who attend a District sponsored Washington State Certified Fire Fighter Recruit Training Academy, shall reimburse the District for the training costs incurred, should the employee voluntarily terminate employment within twenty four (24) months after their date of hire.

ARTICLE 38 TERM OF AGREEMENT

38.1 Except as herein otherwise stated, this Agreement shall be effective January 1, 2005 and shall remain in full force and effect through December 31, 2007;

LETTER OF UNDERSTANDING
BY AND BETWEEN
KING COUNTY FIRE DISTRICT NO. 16
AND
LOCAL 2459, IAFF

It is understood and agreed by the parties signatory hereto that employees who meet the following criteria shall not be impacted by section 24.4, Acting Out of Classification as a Battalion Chief until the expiration of the current promotional list

1. Employee must have successfully completed the King County Training "Officers' Development Academy;" or a combination of course work from the Fire Science Degree Program and the "Officers' Development Academy" may be used together to satisfy the educational requirements on a class-by-class basis.
or
2. Obtained an Associate's Degree in Fire Science from an accredited college.

Executed this _____ day of _____, 2004

King County Fire District No. 16

Local 2459, IAFF

Chief Robert S. Peterson

Mike Morris, President, Local 2549 IAFF

LETTER OF UNDERSTANDING
BY AND BETWEEN
KING COUNTY FIRE DISTRICT NO. 16
AND
LOCAL 2459, IAFF

It is understood and agreed by the parties signatory hereto that they will collaboratively seek to find a mutually beneficial health care plan for 2006. Any new plan shall be implemented upon mutual agreement.

Executed this _____ day of _____, 2004

King County Fire District No. 16

Local 2459, IAFF

Chief Robert S. Peterson

Mike Morris, President, Local 2549 IAFF