COLLECTIVE BARGAINING AGREEMENT

Entered into between

KING COUNTY FIRE PROTECTION DISTRICT 10

And

SUPPORT STAFF

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 2878

JANUARY 1, 2018 THROUGH DECEMBER 31, 2020
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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.
1. RECOGNITION OF BARGAINING UNIT

1.1. The Employer recognizes the Union as the exclusive representative of the full-time positions of Administration Assistant, Accountant, General Ledger Accountant, Human Resources Analyst, Controller, Data Analyst, Assistant Fire Marshal, Shop Supervisor, Mechanic I, Mechanic II, and Support Services Technician.

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.
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 employees 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 thirty (30) days after the Employer is notified by the Union in writing, of the employee’s non-compliance. Employees discharged 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.
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 employee's 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.
4. NON-DISCRIMINATION CLAUSE

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.
5. HOURS OF WORK

5.1. Hours of Work

The normal working hours for employees shall be from 0800 to 1700, Monday through Friday, not to exceed forty (40) hours per workweek unless otherwise agreed to (e.g., 9/80s, 4/10s, 9.5-hour M-Th 4 hour Friday with every other Friday off).

5.1.1. Employees may work a flexible work schedule, with mutual agreement of an employee and the Administrative Supervisor.
6. OVERTIME AND CALL BACK

6.1. Overtime and Comp time shall be defined as any hours or portion of hours worked beyond an employee’s normally scheduled 40 hours.

6.2. Overtime shall be compensated at one and one-half (1 ½) times the employee’s hourly rate as defined in Article 9. Comp time shall be accrued at 1 ½ times the employee’s hourly rate.

6.3. In the event that overtime is the beginning of, or the extension of an employee’s shift, overtime shall be computed to the nearest half hour (e.g., 1-30 minutes = ½ hour of overtime, 31-60 minutes = 1 hour of overtime).

6.4. In the event overtime is not an extension of an employee’s regular work hours, a minimum of two (2) hours of overtime shall be paid to the employee when the employee is requested to return to the workplace, or involved in activities as defined in Section 6.5. An extension may occur on either end of the employee’s regular hours of work. After the two (2) hours, overtime shall be paid in the increments as defined in Section 6.3 by the Employer.

6.5. Employees shall be entitled to overtime pay when off shift and required to attend a meeting or training.

6.6. Employee may request comp time/flex time with mutual agreement of the supervisor. All comp time/flex time shall be in accordance with Policy.

6.7. Extension of normal work hours shall require prior authorization from the employee’s supervisor.
7. TOOL REIMBURSEMENT

7.1. A tool allowance of $840 shall be provided for the Shop Supervisor, each Mechanic and Support Services Technician position per year for the purpose of tool procurement, replacement, or upgrade.

7.1.1. Reimbursement shall occur within the year the tool is purchased either monthly after each purchase or as a lump sum amount submitted and paid before November 30. The tool allowance shall reimburse actual expenditures verified by proof of purchase. Unexpended allowances shall not accrue to future years.

7.1.2. An employee leaving the employment of the Agency from any of the above positions shall reimburse the Agency any tool allowance received in that calendar year on a pro-rated basis. Such reimbursement shall be pro-rated based upon the number of completed months of service in the calendar year and shall be deducted from the employee’s final paycheck.

7.2. Tools purchased shall be pre-approved by the direct supervisor and/or Administrative supervisor and used for Agency work. The minimum tool requirements for each maintenance position shall be established by the Employer.

7.3. The Employer shall replace any tool provided by the employee which is broken on the job, lost due to fire or natural disaster, caused by theft (must be accompanied by a Police Report), or on a fair wear and tear basis, unless covered by a warranty, according to the fiscal limitations imposed by this agreement. Replacement shall be with an equal quality replacement tool.

7.4. New maintenance employees shall provide an inventory of their personal tools at the time of hire. This inventory shall be verified by the Shop Supervisor and/or Administrative supervisor at the time of hire and kept as noted in this Article.

7.5. Employees shall, at the time of performance evaluation, provide the Employer with an inventory of personal tools to include brand name and part number. The inventory shall be completed by the employee, verified by the direct supervisor and/or Administrative supervisor, and kept in their personnel file.

7.6. The Employer shall purchase any specialty tools deemed necessary by the direct supervisor. Purchase and replacement of Agency-owned tools shall not be subject to the tool reimbursement allowances.
8. EDUCATION INCENTIVE

8.1. The Employer shall pay a monthly premium equivalent to the amount listed in the table below.

8.1.1. 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 approved through consensus of Labor and Management.

8.1.2. Grandfather Clause

During the term of this Agreement, employees who qualify for the educational incentive shall receive the greater of $100 or the percentages listed in the table below.

Employees Hired Prior to 1/1/08:

8.1.2.1. Currently assigned to the Shop, the Employer shall pay a monthly premium equivalent to $20 per month for each current Emergency Vehicle Technician (EVT) certification up to a maximum of five (5) certifications.

8.1.2.2. Currently assigned to Facilities Maintenance, the Employer shall pay a monthly premium equivalent to $20 per month for each current certification from Maintenance Training Association of America (MTAA), or American Council on Education (ACE), or any licensing that may be required by the Employer to perform certain tasks, (i.e., asbestos handling, up to a maximum of five (5) certifications). These certifications shall be renewed at a minimum every five (5) years.

<table>
<thead>
<tr>
<th>Degree (in a discipline related to the job description)</th>
<th>Percentage of base pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate’s Degree</td>
<td>1.75%</td>
</tr>
<tr>
<td>Bachelor's Degree</td>
<td>2%</td>
</tr>
</tbody>
</table>

8.2. 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).

8.3. At the Employer’s discretion, employees may be allowed to attend approved educational classes, seminars, and/or schools that are job
related or part of approved educational program, without being charged personal leave or vacation.
9. WAGES AND DEFERRED COMPENSATION

9.1. Wages

The salary for the employee’s classification shall be as stated in Appendix “A” of this Agreement. Step increases shall be made on an annual basis using the employee’s anniversary date in their respective position.

9.1.1. Adjustments

Effective January 1, 2015, all salaries shall be as set forth in Appendix A. Thereafter, on January 1, 2016, 2017, 2018, 2019 and 2020 all Appendix A salaries shall reflect an increase based upon 100% Seattle-Tacoma-Bremerton Index, Urban Wage Earners (CPI-W), June of the previous year to June of the current year.

9.2. Deferred Compensation

Employer agrees to contribute the amount listed below for the appropriate year per pay period per employee in the Agency’s deferred compensation program.

<table>
<thead>
<tr>
<th>Year</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$117.50</td>
</tr>
<tr>
<td>2016</td>
<td>$130.00</td>
</tr>
<tr>
<td>2017</td>
<td>$130.00</td>
</tr>
<tr>
<td>2018</td>
<td>$135.00</td>
</tr>
<tr>
<td>2019</td>
<td>$140.00</td>
</tr>
<tr>
<td>2020</td>
<td>$140.00</td>
</tr>
</tbody>
</table>
10. UNION 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 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 for the pay of each employee the deduction required under RCW 51.16.140 so long as the mandatory contribution is required by law.
11. LONGEVITY

11.1. Longevity pay shall be applied to the base salary for the employee who has completed the following schedule of years of service as a full-time employee with the Employer.

- Completion of 10 years of service: $100.00 per month
- Completion of 15 years of service: $125.00 per month
- Completion of 20 years of service: $170.00 per month
- Completion of 25 years of service: $190.00 per month
- Completion of 30 years of service: $210.00 per month
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 by this article shall be compensated for mileage.

12.2. 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.
13. DISABILITY AND LIFE INSURANCE

13.1. The Employer shall pay for and obtain short-term disability insurance coverage for all employees who qualify for such coverage. The Employer shall offer long-term insurance coverage to employees who qualify for such coverage, which coverage shall be paid by the employee.

13.2. Life Insurance Benefits

The Employer shall pay the benefit on the first payroll in January of the following year, up to $500 per calendar year per employee toward the purchase of life insurance. Each employee receiving such payment shall provide proof of life insurance with a face value of not less than $50,000 life insurance coverage for all who qualify for such coverage. Requests for reimbursement beyond the applicable calendar year shall be denied by the Employer.
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:

<table>
<thead>
<tr>
<th>Year</th>
<th>Per Capita Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>$22,613.33</td>
</tr>
<tr>
<td>2017</td>
<td>$24,083.20</td>
</tr>
<tr>
<td>2018 (reset)</td>
<td>$22,544</td>
</tr>
<tr>
<td>2019</td>
<td>$24,010</td>
</tr>
<tr>
<td>2020</td>
<td>$25,570</td>
</tr>
</tbody>
</table>

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 retained by the employer. 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.


14.2. 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.

14.3. Separation prior to the end of the first quarter of the year shall be prorated to their date of separation. Employees separating shall have the amount deducted from their final pay. 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.

14.4. 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.

14.5. Benefits while on Disability Leave

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

14.6. 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.
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.
16. VACATION

16.1. ACCRUAL

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

Administrative Day Shift Employees:

<table>
<thead>
<tr>
<th>Hours Annual</th>
<th>Accrual Rate</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1 years</td>
<td>40</td>
<td>1.6666</td>
</tr>
<tr>
<td></td>
<td></td>
<td>40</td>
</tr>
<tr>
<td>2-4 years</td>
<td>120</td>
<td>5.0000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>150</td>
</tr>
<tr>
<td>5-9 years</td>
<td>168</td>
<td>7.0000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>210</td>
</tr>
<tr>
<td>10+ years</td>
<td>216</td>
<td>9.0000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>270</td>
</tr>
</tbody>
</table>

16.1.1. Employees shall accrue 1/24th of their authorized vacation 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 31st 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 1st, of each year. The overage may be converted to sick leave with Employer approval.

16.1.3.2. Frozen Maximum Accrual - At the end of 2018, all vacation banks over the Maximum Accrual in 16.1 shall be “frozen” and considered the individual employee’s Maximum accrual and maximum cash out for 16.3. This frozen leave amount is listed in the following table.
As Employees use their frozen leave, the frozen max accrual amounts will be reduced until it drops to the maximum accrual indicated in 16.1

Frozen maximum accruals shall be afforded a buffer to ensure that the union leave bank identified in article 21.4 does not force an employee to reduce their frozen max accrual. This buffer shall not count towards the termination payment identified in 16.3.

16.2. Vacation Selection

Employees shall select vacation prior to December 1st for the following year and forward to the supervisor for review to accept or deny.

16.3. Termination Payment

If permitted by State law, an employee's accrued vacation shall be paid in one lump sum upon termination of employment. The employee may elect to receive this vacation payout in up to five equal annual payments in lieu of a lump sum. Payment shall be at the affected employee's current rate of pay. Termination payment is capped at the max accrual hours listed in Article 16.1.

<table>
<thead>
<tr>
<th>Years</th>
<th>Hours</th>
<th>Program</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 1 year</td>
<td>40 hours or below</td>
<td>Program 1</td>
<td>Vacation accruals for 1st year employees</td>
</tr>
<tr>
<td>2 – 4 years</td>
<td>180 hours</td>
<td>Program 2</td>
<td>Vacation accruals for 2nd to 4th year employees</td>
</tr>
<tr>
<td>5 – 9 years</td>
<td>252 hours</td>
<td>Program 3</td>
<td>Vacation accruals for 5th to 9th year employees</td>
</tr>
<tr>
<td>10+ years</td>
<td>324 hours</td>
<td>Program 4</td>
<td>Vacation accruals for 10+ year employees</td>
</tr>
</tbody>
</table>
17. HOLIDAYS

17.1. Administrative Day Shift Employees

Holidays as described in Section 17.1 shall be recognized and observed. Employees shall take their holiday when Headquarters is closed, unless mutually agreed by the supervisor.

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

17.1.1. Employees shall receive two (2) floating holidays per year. Floating holidays not used in the calendar year shall not carry over to the next calendar year.

17.1.2. All holidays shall be defined as eight (8) hours or an equal number of hours of the employee’s regular assigned shift (i.e. 10 hours of leave if the employee works 10 hour shifts).
18. SICK LEAVE

18.1. Non-duty Sick Leave

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.

<table>
<thead>
<tr>
<th>Immediate Leave Hours</th>
<th>Accrual Rate</th>
<th>First Year Accrual Hours</th>
<th>Maximum Accrual Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 hours</td>
<td>4.000</td>
<td>96</td>
<td>912 hours</td>
</tr>
</tbody>
</table>

Maximum accrual hours may be exceeded during calendar year and adjusted on January 1st 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 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 and Washington Family Care Act).

18.4. Notification When Unable to Report

Employees shall notify and provide reason to their supervisor at least one (1) hour prior to the beginning of the employee’s regular work hours. If not able to report for duty due to reasons listed in Section 18.2.

18.5. Verification

The Employer may require an employee 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.

18.6. Sick Leave Benefit

In November of each year, for the period of December 1 through November 30 of each year, one quarter (1/4) of the year's earned and remaining sick leave (not to exceed 24 hours) may be reimbursed to the employee either through additional vacation leave or pay. The sick leave balance shall be reduced by the amount of leave transferred to vacation.
leave or bought back. Employees shall have one full year (on December 1) of employment with the Agency to be eligible to receive this benefit.

18.6.1. Employees who have accumulated 912 hours of sick leave shall continue to accumulate sick leave at the normal accrual rate until the end of each year, at which time 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, in the year paid. Such pay shall not exceed 96 hours x 50%. This pay shall be paid no later than the employee’s first January paycheck.

18.6.2. Employees who separate while in good standing, and who provide 90 days of written notice prior to separation, will receive compensation for sick leave balances (to a max of 912 hours) at 25%.

18.7. Transferring Vacation Leave

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

18.8. Death Benefit

Should an employee death occur while employed by the Employer, the employee’s sick leave bank will be paid out at 100% to their benefactor.
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. Employees: one (1) to five (5) 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), stepchildren, grandchildren (including 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.
20. Required Physicals and Renewal Fees

20.1. DOT Physicals for Interstate CDL License

The Employer shall reimburse employees for costs that medical insurance does not cover associated with DOT physicals for employees who are required to have an Interstate CDL license.

20.2. CDL Annual and Renewal Fees

The Employer shall reimburse employees who are required to possess a CDL for annual and renewal fees.
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, or 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 1st 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 15th of each year the amount of leave to be removed:

Up to four (4) hours 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.
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.
23. DISCIPLINE

23.1. Cause

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

23.2. 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.

23.3. Representation

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

23.4. Appeal

An employee who believes they have been unjustly disciplined shall be entitled to the grievance process.
24. EMPLOYER ACTIONS

24.1. In the event the Employer implements any changes in benefits, privileges, or working conditions presently known to 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, an 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.
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.
26. REDUCTION IN FORCE

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

26.2. Procedure

Layoff shall be conducted by seniority within classification; the employee with the least time in classification, by date of promotion within rank, 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 if qualified, on the date of the new classification, based on the current job description.

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 the Fire Chief’s 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 classification.

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 three (3) years of the date of layoff. Recall shall be in reverse order of layoff. All employees recalled after 180 days of original layoff date, may be required to meet the entry level testing standards for the available position.

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 14 calendar days of first notice by the Post Office.
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.
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 of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.
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. 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.
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 their supervisor.

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 their supervisor immediately and may be required to report to work if the circumstances are reasonable.
31. TEMPORARY EMPLOYEES

31.1. Temporary employees may be used by the Agency to perform work normally performed by bargaining unit members; provided such assignment does not exceed a period of 90 calendar days, without mutual agreement of the Union and the Employer.

31.2. The Employer agrees to offer overtime to qualified bargaining unit members prior to the temporary assignment being made. The Employer reserves the right to determine if the work is the kind or volume of work consistent with relying, whole or in part, on voluntary overtime.

31.3. Temporary employees shall be paid an hourly rate at the entry step in the pay range for the applicable position, unless employee is contracted from an outside agency.
32. INTERNAL TESTING STANDARDS

32.1. The test shall be validated by third parties. The testing process may include a written exam, practical skills assessment, interview, psychological exam, medical physical, and background checks or any combination thereof.

32.2. The Fire Chief, or Administrative designee, may select from the top two (2) scoring candidates. with the understanding if the employee requests, the Fire Chief shall provide reasons why passed over.

32.3. Employees given a job-related exam for the skill set of the classification shall achieve at least 80% score. If scores are tied, the senior employee shall be given preference on the list.

32.4. This Article does not apply to entry-level hiring.
33. RESERVED FOR FUTURE USE
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.
35. MILITARY ACTIVATION

The Employer and the Union agree to a “Keep Whole” Policy for members under military activation. The Policy will be developed and maintained through the Labor and Management Committee.

A workday shall be defined as any scheduled hours between the employees’ regular work start time and end time which may be up to 24 hours in length for shift personnel.
36. Workwear and Dry-Cleaning Allowance

36.1 The Employer shall provide support staff employees, who are not provided with a uniform, an allowance of $150 a year to purchase approved EF&R branded work wear. The work wear is not required.

36.2. The Employer shall provide reimbursement to support staff employees, who are provided with a required uniform, an allowance of up to $150 a year for uniform dry-cleaning reimbursement.

36.2.1. Dry Cleaning receipts shall be submitted timely and reimbursement provided no later than December 31 annually.
37. Reserved for Future Use
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.
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.

39.1.1. Commercial Driver’s License (CDL)

Employees required to have a CDL are subject to additional requirements by Federal law reflected in Policy 2023.

39.1.2. Employees required to hold a Commercial Driver’s License (CDL) as part of their job description and are not exempt from the United States Department of Transportation (DOT) Drug Testing Regulations in 49 CFR Part 40, as amended, shall also be subject to the DOT’s mandatory testing requirements.

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 1 300 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 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) Benzoylecgonine

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.
Consent for Sampling and Release of Information Form

CONSENT/RELEASE

Subject to my rights under Article 39 of the Collective Bargaining Agreement between Local 2878 of the IAFF and the Employer, I consent to the collection of a urine/blood/saliva sample by ___________________________ and its analysis by ___________________________ for those drugs specified in the Collective Bargaining Agreement.

The laboratory administering the tests will be allowed to release the results to the Employer only after the laboratory's results have been reviewed and interpreted by the Medical Review Officer (MRO). The information provided to the Employer shall be only whether the tests were confirmed positive or were negative and not any other results of the test without my written consent. The laboratory is not authorized to release the results of this test to any other person without my written consent.

I understand I have the right to my complete test results and the laboratory will preserve the sample for at least six (6) months. I have the right to have this sample split and a portion tested at a second laboratory of my choice at my expense in the event the test results are confirmed positive.

I understand the Employer is requiring me to submit to this test as a condition of my employment and alteration of the sample or failure to reasonably cooperate with the collection of a urine/blood/saliva sample will result in disciplinary action by the Employer.

I understand a confirmed positive test may result in a requirement that I enter into a second chance agreement that includes a requirement I undergo rehabilitation.

By signing this consent form, I am not waiving any of my rights under any federal, state or local law, statute, constitution, ordinance, administrative rule or regulation or common law provision. I understand I have the right to challenge any confirmed positive test result and any Employer action based thereon by filing a grievance under the Collective Bargaining Agreement.

______________________________________ Emp. # _____
Employee Name

______________________________ Employee Signature

______________________________________ Emp. # _____
Witness Name

______________________________ Witness Signature

I understand I have the right to request Union representation and my choice is:
1. I choose to request Union representation Signature __________________
2. I choose not to request Union representation Signature __________________
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, 2020. 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 __________, 2017, by the King County Fire Protection District 10 Board of Commissioners and the Fire Chief.

_________________________________  __________________________
Donald Smith, Chairman    Michael Mitchell, Commissioner
Board of Commissioners

___________________________________  _____________________________
Alan Martin, Commissioner    Michael Fisette, Commissioner

___________________________________  _____________________________
Lawrence Rude, Commissioner   Jeff Clark, Fire Chief

Approved on this _____day of __________, 2017, by the Representatives of International Association of Firefighters Local 2878.

__________________________________  _____________________________
Jonathan Wiseman, President, Local 2878    Dean deAlteriis, VP, Local 2878
# Support Staff CBA
## Appendix A
### 2018 Wage Schedule: Effective January 1, 2018

## Office Positions

<table>
<thead>
<tr>
<th>Position</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Assistant</td>
<td>$4,726.38</td>
<td>$5,021.78</td>
<td>$5,317.18</td>
<td>$5,612.58</td>
<td>$5,907.98</td>
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<tr>
<td>Accountant</td>
<td>$5,785.69</td>
<td>$5,982.93</td>
<td>$6,180.17</td>
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<td>$6,574.65</td>
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<tr>
<td>General Ledger Accountant</td>
<td>$6,594.08</td>
<td>$6,818.88</td>
<td>$7,043.67</td>
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<td>$7,493.27</td>
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<tr>
<td>Controller</td>
<td>$7,752.17</td>
<td>$8,016.44</td>
<td>$8,280.72</td>
<td>$8,545.00</td>
<td>$8,809.28</td>
</tr>
</tbody>
</table>

## Shop Positions

<table>
<thead>
<tr>
<th>Position</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic II</td>
<td>$5,066.93</td>
<td>$5,239.66</td>
<td>$5,412.40</td>
<td>$5,585.13</td>
<td>$5,757.87</td>
</tr>
<tr>
<td>Mechanic I</td>
<td>$5,590.95</td>
<td>$5,781.55</td>
<td>$5,972.15</td>
<td>$6,162.75</td>
<td>$6,353.35</td>
</tr>
<tr>
<td>Support Services Technician</td>
<td>$5,590.95</td>
<td>$5,781.55</td>
<td>$5,972.15</td>
<td>$6,162.75</td>
<td>$6,353.35</td>
</tr>
<tr>
<td>Shop Supervisor</td>
<td>$7,093.71</td>
<td>$7,335.54</td>
<td>$7,577.37</td>
<td>$7,819.20</td>
<td>$8,061.03</td>
</tr>
</tbody>
</table>

## Support Positions

<table>
<thead>
<tr>
<th>Position</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
<th>Step 4</th>
<th>Step 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Fire Marshal</td>
<td>$7,914.69</td>
<td>$8,184.51</td>
<td>$8,454.33</td>
<td>$8,724.15</td>
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<tr>
<td>Data Analyst</td>
<td>$8,218.70</td>
<td>$8,498.88</td>
<td>$8,779.06</td>
<td>$9,059.25</td>
<td>$9,339.43</td>
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<tr>
<td>HR Analyst</td>
<td>$6,595.70</td>
<td>$6,820.55</td>
<td>$7,045.40</td>
<td>$7,270.26</td>
<td>$7,495.11</td>
</tr>
</tbody>
</table>
Appendix B
Employees Under Support Staff Contract

Mark Lawrence  6/9/03
Jeff Werre  3/24/08

Sandi Johnson  4/24/92
Mary Hillier  1/16/01
Kevin Bryson  8/18/08
Jim Craft  6/7/10
Melissa Knutson  10/3/11
Pam Bryson  8/1/14
Jay Hart  8/1/14
Summer Parkinson  2/16/17

Brian Gilomen  9/5/97
Harold Morrill  9/1/99
Justin Kiske  10/16/06
Kevin Scott  2/2/15