

CONTRACT BETWEEN
THE SPOKANE AIRPORT BOARD
AND
LOCAL #1789
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(AFL/CIO)

January 1, 2010 – December 31, 2012

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CONTRACT BETWEEN
THE SPOKANE AIRPORT BOARD
AND
LOCAL #1789
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
(AFL/CIO)

THIS AGREEMENT is entered into by and between the SPOKANE AIRPORT BOARD, hereinafter referred to as the "Employer", and LOCAL #1789, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as the "Union".

It is the purpose of the Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper and equitable standards of wages, hours and other conditions of employment.

NOW, THEREFORE, in consideration of the rights granted herein and the mutual covenants and agreements hereinafter contained, the parties hereto agree, for themselves, their successors and assigns, as follows:

I. **RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for the Employees of the Spokane International Airport Fire Department, except for the Fire Chief and the Fire Battalion Chiefs of the Department. As used herein, Employees shall mean those Employees of the Spokane International Airport Fire Department represented by the Union and subject to the terms and conditions of this Agreement and shall not refer to or include the Fire Chief or Fire Battalion Chiefs of the Spokane International Airport Fire Department.

II. **EMPLOYER SECURITY**

In accordance with RCW 41.56 (Public Employees Collective Bargaining), the parties hereto agree to the vital and essential nature of service provided by the Union in protecting the public safety. In recognition of this fact, the Union agrees that there shall be no work interruptions, slow-downs, sick-outs or strikes at any time. In the event of unauthorized interruptions, the Union agrees that it will join the Employer in requiring its members to return to work immediately. The Employer agrees that there shall be no lock-out of Fire Department Employees under any circumstances.

The parties hereto agree that an individual's violation of this provision shall result in that Employee's termination.

III. **UNION SECURITY**

Any Employee covered by this Agreement who is not a member of the Union shall, as a condition of employment, pay a monthly service charge equivalent to the initiation fees, dues and lawful periodic assessments paid by a member of the Union. Subject to

employee's legal rights of appeal under the law, Employees who fail to comply and fulfill this requirement shall be discharged. If the Employee disputes any non-payment of initiation fees, dues or lawful periodic assessments, then the Employer agrees to withhold any action until such dispute is settled.

Any individual Employee's objection to joining or remaining in the Union which are based on bona-fide religious tenets or teachings or an established church or religious body of which such Employee is a member, will require such Employee to inform the Employer and the Union of his/her objection. The Employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of monetary contribution equivalent to Union membership dues, initiation fees and lawful periodic assessments to a non-religious charity. If the Union and the Employee fail to agree on a non-religious charity the matter will be submitted to the Public Employment Relations Commission for a binding decision. The Employee shall furnish written proof to the Employer and the Union that this has been done. If the Employee disputes any non-payment of initiation fee, dues or lawful periodic assessments, then the Employer agrees to withhold any action until such dispute is settled.

The Union shall represent all Employees of the bargaining unit without regard to membership in the Union.

IV. UNION BUSINESS

The Employer agrees to release one Union Officer or Union designated representative without loss of pay to attend official firefighters conferences, conventions and regional seminars, limited to three (3) seminars or conferences per year for the entire Union. In addition, the Employer agrees to release one Union Officer or Union designated representative per shift if staffing allows without loss of pay to conduct Union business at the determination of the Chief.

Attendance by Employee(s) at these three (3) seminars/conferences or at additional conferences, conventions, seminars or the conduct of other Union business will be at no cost to Employer and Employee(s) absence will be covered by another Union member with prior approval of the Chief or his designee.

The Employer shall provide a bulletin board specifically for Union use at the fire station at a convenient and usable location. The Employer shall provide space for Union reference materials, equipment and filing cabinets. Maintenance and security of such items will be the Union's responsibility.

V. TERM OF AGREEMENT

This agreement shall be effective January 1, 2010 and shall remain in effect until December 31, 2012. Should either party choose to renegotiate the Agreement upon its expiration, it shall notify the other party in accordance with RCW 41.56.440 (Negotiations - Declarations of Impasse - Appointment of Mediator).

VI. WAGES

The wages for 2010, 2011, and 2012 shall be as set forth on Appendix A, attached hereto and made a part hereof. Wage will increase by 1.75% effective January 1, 2011 and by 1.5% effective July 1, 2011. Wage will increase by 1.75% effective January 1, 2012 and by 1.5% effective July 1, 2012. Effective January 1, 2010, there will be a wage differential of 112% between Top Step Firefighter wage and Lieutenant wage.

VII. LONGEVITY AND SEVERANCE PAY

The Employer agrees to the following longevity pay which shall be added to the monthly salary and wages of each Employee:

After 5 years 2% of Step 5
After 10 years 4% of Step 5
After 15 years 6% of Step 5
After 20 years 8% of Step 5
After 25 years 10% of Step 5

In the event a full time, regular Employee's employment is terminated, except for immediate dismissal as set forth in the Rules and Regulations, violation of Union Security or Employer Security, Employer agrees to pay such Employee severance pay in the amount equal to one (1) month's pay at Employee's most recent pay scale. This provision shall not apply to probationary Employees.

VIII. HEALTH BENEFITS

In accordance with RCW 41.26 (Law Enforcement Officers' and Fire Fighters' Retirement System) or other applicable State laws, the Employer shall provide a medical program for the Employee at no cost to the Employee. The Employer shall pay medical, dental and life insurance premiums for all Employees. At the present time, medical insurance is provided through the LEOFF Health and Welfare Trust for active LEOFF I Employees and from either LEOFF Health and Welfare Trust or other medical insurance that has been selected and made available by the Airport for LEOFF II Employees. Dental and life insurance coverage for both LEOFF I and LEOFF II Employees shall be that selected and made available to other Airport Employees.

The Employer also agrees to pay 100% of all medical and dental premiums that are applicable to the Employee and their dependent/s up to the total premium amount charged for LEOFF I firefighters, including the Employee and dependent/s, by the LEOFF Health and Welfare Trust. EXCEPT THAT, beginning on Jan. 1, 2006, Employees shall pay 5% of the medical insurance premiums that are applicable to their dependents, and the Employer shall pay 95% of those premiums. The Employer shall continue to pay 100% of the premium for the Employee based on the LEOFF Health & Welfare Trust premium rate.

The Employer shall pay 100% of the dental premiums for the dental program selected and made available to other Airport Employees and their dependents.

The Employer reserves the right to choose the most economical medical and dental insurance providers of substantially equivalent coverage as agreed upon in the current contract. Further, any determination by the applicable insurance company which, as a result of Employee's failure to follow the procedures set forth by such insurance company, that reduces benefits or otherwise penalizes the Employee shall be the responsibility and liability of such Employee and will not be the liability of Employer.

Employer agrees to provide Union involvement in the evaluation of medical/dental health care providers prior to any changes being made in the current coverage plans.

IX. PHYSICAL EXAMINATIONS

The Employer shall provide physical examinations for all Employees by a licensed occupational medicine physician selected by Employer. The Employer shall pay all costs incurred in the physical examinations. Each firefighter shall be required to maintain a state of physical fitness throughout the year as determined by a physician. The frequency of physical examinations shall, at a minimum, be as follows:

Age 39 and below	Every five years
Age 40 to 55	Every three years
Age 55 and over	Every year

More frequent physicals shall be at either the direction of physician or Employer or request of Employee. All medical records shall be kept confidential from the Employer except as provided by the Local Disability Board and with the written consent of the Employee. The Physician's verification of the employee's fitness for duty shall be provided to the Employer upon request.

The Employer agrees to provide Hepatitis B vaccinations and boosters as needed at no cost to those Employees who elect to be vaccinated. New employees will be given the opportunity to accept or reject vaccinations within 30 days of being hired. The Employer will be provided with a copy of the signed waiver from those employees who choose not to receive the vaccination.

The Employer agrees to provide other vaccinations and/or testing as recommended and/or required by Federal or State agencies.

X. UNIFORMS

Employer and Union agree that uniforms worn by Employees of the Fire Department should have a professional appearance. The Washington state Vertical Safety Standards for Firefighters (WAC 296-305) and the Department Rules and Regulations set forth specific type, style and/or condition of standard uniform, including but not limited to, the following:

1. Shirts
2. Pants
3. Coveralls
4. Coat and/or Jacket
5. Belt
6. Shoes/Boots
7. Name Tags
8. Insignia Patches, if necessary or required
9. Cap

Employer shall provide at no cost to Employee a uniform issue consisting of not less than five shirts and five pants. Also provided shall be Coveralls, belt, name tags, boots, insignia patches, coat and cap in quantities sufficient to provide Employee with a clean uniform for each assigned shift in compliance with all applicable Washington State and Federal laws. Employer shall provide a pair of boots/shoes not more than once a calendar year unless needed due to damage or excessive wear which shall be verified by the shift supervisor.

Maintenance of the uniform shirts and pants shall be the Employer's responsibility and at the expense of the Employer.

Compliance by Employees with the uniform requirements and standards to be incorporated in the Department Rules and Regulations shall be the responsibility of the shift officers.

Cost of uniforms and personal property, necessary for performance of duty which are damaged in the performance of emergency services and not covered by Employee's insurance shall be paid by Employer.

XI. PROTECTIVE CLOTHING

The Employer shall furnish and thereafter maintain at no cost to the Employee all protective clothing and equipment necessary to preserve and protect the safety and health of all Employees.

Protective clothing and equipment in adequate quantities shall include, but not be limited to:

1. Fire Fighting Helmets
2. Fire Fighting Boots
3. Fire Fighting (Bunker-Turn Out) Pants
4. Fire Fighting (Bunker-Turn Out) Coats
5. Fire Fighting Gloves
6. Rescue (Nomex-Kevlar) Gloves, equivalent or better
7. Fire Fighting Head and Neck (Nomex-Kevlar) Hoods
8. Personal SCBA face mask (with prescription inserts for those employees who wear glasses.
9. Wildland Coveralls

10. Personal Alarms
11. Protective Hearing Devices
12. Protective Eye Wear
13. Disposable Gowns
14. Disposable Gloves
15. Disposable Hoods
16. Disposable Face Masks
17. Germicidal Washing Agents

All protective clothing shall be in compliance with OSHA, WISHA and other applicable State and Federal agency requirements.

XII. WORKING OUT OF CLASSIFICATION

At the direction of the Fire Chief, the following personnel may act as the shift officer: Lieutenants, qualified employees on the current Lieutenant's list, and qualified Senior Firefighter/EMT. The standards for the qualification under this article are provided in the Rules and Regulations based on agreement between the Union and the Airports as to those standards. Employees acting as the Shift Officer shall be paid an out of class premium, forty (\$40) dollars per whole shift or partial shift of more than 12 hours and twenty (\$20) dollars per partial shift of less than 12 hours. This article does not apply to voluntary trading of shifts.

XIII. HOLIDAYS

The following holidays are those which will be recognized and observed:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
President's Day	February 12
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Each Employee is entitled to two (2) floating holidays each year. Such holidays are not subject to the premium pay and will only be taken upon prior approval of Employer. The floating holidays represent Martin Luther King's Day (third Monday in January) and Columbus Day (second Monday in October). In the event an Employee uses a personal holiday prior to the dates represented and is terminated prior to that represented day, Employer shall be reimbursed for the wages for said personal holiday used.

In addition to the established wage rates, the Employer shall pay a premium of one-tenth (1/10) of the semi-monthly wage rate to all twenty-four (24) hour Employees for each holiday recognized and observed.

XIV. APPROVED LEAVES OF ABSENCE

A. Vacations

1. Employees shall earn annual vacation time as follows:

<u>Years of Service</u>	<u>Shifts of Leave</u>
Minimum of 6 mo.	3 shifts of leave
6 mo. to 5 yrs.	6 shifts of leave annually
6 to 10 yrs.	7 shifts of leave annually
11 to 15 yrs.	8 shifts of leave annually
16 to 20 yrs.	10 shifts of leave annually
21 yrs or more	12 shifts of leave annually

2. Annual leave is earned and may be accumulated to a total of four hundred (400) hours of credit. Any leave in excess of that amount as of December 31 of each year will be forfeited unless the Employee, at direction of Employer, had to defer or postpone such use of leave, or if Employee was unable to take vacation due to illness, injury or disability. In such event the Employee will be paid for all leave in excess of four hundred (400) hours not later than January 31 based on the preceding calendar year wage rate. Employees whose employment is terminated by death, reduction in force, resignation, dismissal or retirement and who have accrued vacation leave shall be paid therefore, or their estate, if deceased.

3. The Employer agrees that annual leave (vacation time) shall be distributed as follows. Seniority shall mean the Employee with the most years of employment in the Department in descending order to the Employee with the least years of employment. Rank shall not be considered for the purposes of vacation selection.

- a) Between November 1st and November 30th, Employees may reserve annual leave (vacation time), based on seniority, in an amount up to 1/2 of their total annual earned vacation as set forth above.
- b) Between December 1st and December 31st, Employees may reserve remaining annual leave (vacation time), based on seniority, of up to 1/2 of annual earned vacation as set forth above.
- c) After December 31st, Employees may reserve any remaining annual leave (vacation time) on a first come, first serve basis without any restriction.
- d) Half shift vacations shall be taken from 0715 to 1700 and from 1700 to 0715

4. Annual leave is not earned during any unpaid leave of absence; however, accrual shall resume upon return to paid status. Employee must be in pay status for 80% of the pay period to accrue annual leave for that pay period. An employee shall be considered in "paid status" for the purposes of this article whenever they are utilizing any form of paid leave.

5. Annual Leave Payout:

Any employee who is laid off, discharged, retired, or separated from the service of the employer for any reason, shall be compensated in cash for the unused annual leave hours accumulated at the time of separation, not to exceed the maximum accrual of four hundred hours. In the case of death, a payment will be made to the estate for the total amount of accrued annual leave hours, not to exceed the maximum accrual.

Each Employee shall receive, monthly, a balance of total vacation time available.

An Employee may, at the discretion of Employer, take a shift of unscheduled vacation. Such vacation can be tentatively scheduled in advance, but is subject to a call in to determine availability of sufficient staffing for the shift. With sufficient staffing, two firefighters may be off each shift year round; however, the second firefighter off must be on a call in basis. The call in must be made to the supervisor on duty and cannot occur prior to 0600 or after 0615 on the day of the shift scheduled to be worked.

B. Sick Leave

Any Employee who, for any reason must be absent himself/herself from work due to illness or injury shall notify the shift supervisor on-duty as soon as possible, but not later than 0600 of the duty day to be missed. Sick leave may be taken for illness or injury of the Employee or for the care of Employee's sick or injured spouse, children or other immediate family members as provided by RCW 49.12.270 and other applicable state and federal laws.

Employer provides for family leave as required by State and Federal regulations detailed in the Family Medical Leave Act. Abuse of sick leave shall result in disciplinary action. The Chief may require a doctor's verification of illness or injury for absences of two or more consecutive shifts. Employer may require verification of fitness for duty by the Airport doctor. The parties agree that there are two types of Employees of the Department and that such Employee's absences due to illness or injury shall be handled as follows:

1. LEOFF I Firefighters (employed as FIREFIGHTERS prior to October 1, 1977) do not accumulate and are not entitled to sick leave, but operate under the provisions of the Disability Board; however, to handle short term illnesses or injuries, LOEFF I Employees will be granted up to two (2) shifts off due to illness or injury if it is shown, to the satisfaction of Employee's supervisor, that such time off is warranted. If the absence extends beyond two (2) shifts, then LEOFF I Disability Leave Forms may be activated through the local Disability Board retroactive to date of first shift missed due to illness or injury.
2. LEOFF II Firefighters (employed as Firefighters after October 1, 1977) shall, upon employment, be advanced a credit of six (6) shifts of sick leave. In the event an Employee does not successfully complete probation, the

monetary value of any sick leave used during the time of employment shall be deducted from Employee's last payroll voucher. In the event an Employee successfully completes probation prior to January 1, 2011, Employee shall commence earning sick leave at the rate of one shift per month (24 hours).

Beginning January 1, 2011, all employees who have successfully completed probation shall begin accruing sick leave at a rate of nine (9) hours per pay period or eighteen (18) hours per month.

Any sick leave which was advanced during the probationary period but which was not used will be credited to the Employee's sick leave record.

At any time prior to January 1, 2011, unused sick leave will be paid at separation to Employee or Employee's estate, only when separation is due to death or retirement of Employee, in an amount up to fifty-seven (57) shifts of accumulated sick leave. Effective January 1, 2011, the payout amount will be 90% of up to fifty-seven (57) shifts of accumulated sick leave.

LEOFF II Employees incurring illness or injury while on duty shall be paid in accordance with RCW 51.32.090 (Temporary total disability---Partial restoration of earning power---Return to available work--When employer continues wages---Limitations). Employee shall have the right to utilize accumulated sick leave payment in addition to any State industrial insurance payments and Employer supplement in an amount equivalent to the full wages normally paid to Employee. LEOFF II Employees shall receive, twice monthly, a balance of total sick leave available.

C. Light Duty

Light duty is provided upon approval by the Employee's physician of the following physical requirements, an Employee will report for light duty and perform the following job assignments. If an Employee reports for light duty and upon attempting any of the following tasks, he/she determines he/she is unable to function in that capacity, he/she is to report to his/her supervisor and will be relieved from duty. He/she may not return until further consultation and release by his/her physician.

1. ADMINISTRATIVE ASSIGNMENT
 - a. Answer Telephones
 - b. Transmit and monitor 2-way Radios
 - c. Assist Chief Officers in any or all administrative duties
 - d. Perform administrative duties on day shifts not to exceed 40 hours per week and will not decrease compensation. Day shifts shall include 8-5, 9/80, and 4/10's. The selection of which day shift shall be assigned will be at the employee's discretion.
2. Participation in Classroom Training

3. Employee will not be allowed to continue on a light duty status beyond a ninety (90) day period.
4. In the event there is not an adequate number of regular duty Firefighters to meet the normal response requirements, a regular duty Firefighter shall be scheduled in addition to the light duty Employee.
5. If anything in this article is in conflict with or overruled by the Spokane County Disability Board, the Washington State Retirement System, or the Washington State Labor and Industries, this article shall be subordinate to such rulings.

D. Bereavement Leave

In the event of a death in the immediate family of an Employee, the Employee shall be granted two (2) shifts off with pay. An Employee may be granted up to three (3) shifts off with pay, for special circumstances, at the determination of the Chief. LEOFF II Employees bereavement leave shall be charged against his/her sick leave.

The immediate family shall be defined as spouse and children of the Employee or spouse, and Employee's or Employee's spouse's mother, father, brother, sister and grandparents.

E. Jury Leave

1. The Employee will forward a copy of the jury duty summons to the Chief as soon as possible upon receipt.
2. When an Employee is selected for jury duty that is during his/her concurrent work schedule, the Employee will be excused from shift duty for actual time required by the Court for the selection process or as a jury member. Once released by the court, the Employee shall return to his/her shift assignment unless otherwise directed by the Chief.
3. Only the time missed from the Employee's work schedule will be compensable. The Employee will be paid only his/her current rate of pay. Overtime will not apply.
4. The Employee shall return any monetary compensation to the Employer which was received for jury services that occurred during the Employee's work schedule, excluding room, meal, and mileage compensations.
5. The Employee shall present evidence of participation as a jury member to the Chief for any time compensated by the Employer.

F. Family and Medical Leave

The Employer will provide leave in compliance with the Family Medical Leave Act of 1993 and any applicable State counterparts.

G. Military Leave

Military leave will be granted with pay in accordance with RCW 38.40.060, to Employees who are fulfilling an obligation as active members of either the Washington National Guard or U.S. Reserves, not to exceed 21 days per year (October 1 – September 30). Supplemental military leave may be provided by the Airport Board.

Vacations or sick leave shall not be charged against an Employee who is a member of the Washington National Guard or U.S. Reserves taking military leave in accordance with the provisions of RCW 38.40.060, for which period a leave of absence shall be granted for not more than twenty-one (21) calendar days, with pay, each year.

XV. HOURS OF DUTY/OVERTIME/CALL BACK/HOLDOVER PAY

A. Hours of Duty - Shift Personnel

In accordance with the Fair Labor Standards Act, the regular schedule will consist of thirteen (13) day work cycles. All Employees will work a cycle of twenty-four (24) hours on duty and forty-eight (48) off duty. Shift times will start at 0715 and end at 0715 the following day. Employees may relieve each other coming on and going off duty not to exceed 15 minutes unless approved by the shift officer. The scheduled Kelly day cannot be accrued, carried over, nor can it be substituted for sick days. If an Employee is sick on the scheduled Kelly day, the Kelly day will not be rescheduled. Work hours will consist of ninety-six (96) hours per each thirteen (13) day cycle through the use of vacations, floating holidays, military leave, emergency leave, other days off provided and authorized by law, or an additional day off, if necessary. Additional shifts off will be scheduled at least thirty (30) days in advance whenever possible.

Beginning on January 1st, 2011, because of the addition of three (3) Kelly Days, the number of annual scheduled hours for bargaining unit members shall be 2684, with an average work week of 51.6 hours. Bargaining unit members shall receive a minimum of nine (9) Kelly Days as of January 1, 2011 and 2012. The additional three Kelly Days added in 2010 will be recognized by a one time payment for the additional three days in the amount of \$2,250 per bargaining unit member.

If an Employee is scheduled for a Kelly Day off and his/her work time is reduced to ninety-six (96) hours or less during the thirteen (13) day cycle then in effect by some other means, such as vacation, military leave, or any other lawful means, the days off will not be canceled. Any such leave taken during the Kelly Day Cycle will be on a second call-in basis if applicable as defined in Vacation Article.

B. Overtime/Call Back/Holdover Pay

Employees may be required to remain on duty beyond their regular shift or to work hours in addition to regularly scheduled hours. Employees may be called back to work at multiple alarms or other emergencies. An Employee will be compensated for overtime work at the rate of one and one-half (1-1/2) times the regular hourly rate for each hour or portion thereof worked in excess of regularly scheduled hours in accordance with the Fair Labor Standards Act. Overtime will be earned in increments of one-half (1/2) hours.

Overtime will be added to the payroll for the pay period during which the overtime is performed. If time is lost during the pay period for unexcused absence, then overtime pay shall not prevail until the overtime hours worked exceed the unexcused absence hours. It is understood that nothing in this Article shall require payment for overtime hours not worked.

Where holdover beyond regular shifts results from tardiness of an oncoming Employee, the tardy Employee shall forfeit pay equivalent to that awarded to the Employee held over because of said tardiness. In the event Employee provides a legitimate excuse which is submitted and accepted the Employee will not forfeit any pay. In the event Employee disputes any proposed action by Employer regarding forfeit of the pay, Employer agrees to withhold action until such dispute is settled.

Call back will be compensated at the rate of one and one half (1-1/2) times the regular hourly rate of pay. A minimum of three (3) hours overtime pay shall be paid for call back.

XVI. SHIFT ROTATION AND TRANSFERS

Except for unforeseen circumstances or emergencies, Employees who are to be rotated or transferred to another shift shall be notified at least ten (10) shifts in advance (30 calendar days). Employees who are scheduled for vacation and then transferred or rotated for the convenience of the Employer to another shift will be allowed vacation for the same time frame that was previously scheduled.

On or before October 1 of each year, the shift assignments for the following calendar year will be posted.

XVII. TRADE TIME

Employees are granted the right to trade shifts or exchange hours of duty, provided that whenever possible, they give written notice by 1600 hours of their last regular shifts preceding the exchange date, and such change does not interfere with the operation of the Fire Department. Such trades or exchanges shall be approved by both shift officers affected or the Chief of the Department.

Employees on probation shall not be allowed to trade shifts or exchange hours of duty except with prior approval of the Chief or his designee. All trades shall be repaid

within a one (1) year period from the trade. No Employee shall work more than forty-eight consecutive hours.

The Employee who accepts shift trades(s) assumes responsibility for that shift. No obligation, financial or otherwise, shall accrue to the Employer on account of such trade of shift or exchange of hours of duty. The Chief of the Department reserves the right to approve trades not otherwise allowed herein, if the Chief in his/her opinion, deems such trades(s) to be beneficial to the Employer or to the Department as a whole.

XVIII. EMPLOYEE/UNION GRIEVANCE PROCEDURE

Grievances or disputes which may arise involving interpretation or application of this Agreement shall be settled in the following manner. This procedure is intended to foster the resolution of grievances as quickly and equitably as possible at the lowest possible level. All determinations to be made in accordance with this procedure shall be based on a full disclosure of the available facts by each of the parties involved in the alleged incident being grieved. An Employee has the right at every step of this grievance procedure to consult with a Union representative and have such representative present at any and all meetings or discussions provided for herein. Nothing herein precludes the right of an individual to waive representation by the Union as provided for in RCW 41.56.080 (Certification of bargaining representative---Scope of representation).

A. Step 1: An Employee or group of Employees which desires to implement the grievance procedure must file such grievance, in writing, with a Battalion Chief within thirty (30) calendar days of the alleged event, incident or occurrence or the date on which the Employee first become aware of it.

The written grievance shall include all available information regarding the alleged event, incident or occurrence, including but not limited to, parties involved, date and time of occurrence, basis for grievance; i.e. reference (Article and Section) in this Agreement of Rules and Regulations, and the remedy sought.

The Battalion Chief accepting such grievance shall attempt to resolve the grievance and shall present his/her determination regarding resolution of the grievance of the grieving Employee(s), in writing, within five (5) calendar days after receipt of the grievance.

B. Step 2: In the event the grieving Employee(s) is not satisfied with the determination of the Battalion Chief and if such Employee(s) desires to proceed with the grievance, the Employee(s) must, within five (5) calendar days, present the grievance, in writing, to the Chairman of the Union Grievance Committee. The Grievance Committee shall investigate the grievance to determine if, in its opinion, a grievance exists. The investigation by the Grievance Committee shall include determination of the facts through discussions with all parties and witnesses involved in the alleged incident. A determination by the Committee shall be presented within ten (10) calendar days after receipt of the grievance as follows:

1. If the Committee, in its opinion, determines that no grievance exists, the Committee shall submit its determination to the grieving Employee(s) and their supervisor(s) and no further action shall be taken by the Union.
2. If the Committee, in its opinion, determines a grievance exists, it shall submit its determination to the grieving Employee(s) and the Fire Chief.

C. Step 3:The Fire Chief shall attempt to resolve such grievance and present his/her finding, in writing, to the grieving Employee(s) and to the Grievance Committee, within ten (10) calendar days after receipt of the determination of the Grievance Committee. In the absence of the Fire Chief, the Director of Emergency Services will fill step three of the grievance procedure or the Airport shall forfeit that step in the Grievance Procedure.

D. Step 4: If the grieving Employee(s) is not satisfied with the determination of the Fire Chief and if the Employee(s) wishes to proceed with the grievance, the grievance must be presented by the grieving Employee(s), in writing, to the CEO/Executive Director, together with all available materials, within ten (10) calendar days of receipt of the Fire Chief's determination. The CEO/Executive Director shall attempt to resolve the grievance and shall present his/her determination, in writing, preferably within ten (10) calendar days, but no later than fourteen (14) calendar days to the grieving Employee(s), the Fire Chief and the Union.

E. Step 5: If the grieving Employee(s) is not satisfied with the determination of the Airports Director and if the grieving Employee(s) wish to proceed with the grievance, the Employee(s) must present, in writing, within ten (10) calendar days, a notice to the Union and Employer that the matter be submitted to arbitration at the election of the Employee or the Union. An impartial arbitrator shall be selected from a panel (strike list) provided by the Washington State Public Employment Relation Commission or the American Arbitration Association. The parties shall within twenty-one (21) days of receipt of the list make a selection of an arbitrator.

The arbitrator shall render its decision based on the interpretation and application of this Agreement. Said arbitration shall take place in Spokane, Washington, and shall be final and binding upon the parties to the grievance.

In the event that the procedures outlined herein are not followed by the grievant, i.e. Employee, group of Employees proceeding under this article, the grievance shall be considered withdrawn and no further action shall be taken by either party, unless noncompliance was due to circumstances beyond the control of the grievant. In the event that the procedures outlined herein are not followed by the Employer in handling a submitted grievance, the grievance shall be deemed to be resolved in favor of the grievant. The time limits set forth herein may be extended if mutually agreed to by the parties involved. Nothing herein precludes the right of the individuals involved in the alleged incident being grieved to meet and verbally discuss the alleged incident in an attempt to resolve the issue. If at any time during the procedure set forth herein, the Employee or group of Employees desires to withdraw the grievance such notification shall be given, in writing, to the Fire Chief, and the Union.

Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the terms and conditions of this Agreement. no settlement of a grievance with any Employee shall be contrary to the terms of this Agreement.

Nothing herein precludes the right of the Union to lodge a grievance in accordance with this Article.

XIX. MANAGEMENT RIGHTS

Any and all rights concerned with the efficient management and operation of the Department are exclusively that of the Airport Fire Department Administration, unless otherwise provided through the terms of this Agreement. Management's right to hire, promote, demote, temporarily lay-off, or, for just cause, terminate employment, suspend or otherwise discipline Employee(s) is recognized. In addition Management has the right to assign work if it does not interfere with the fire service, and to determine the number of personnel to be assigned at any one time and to perform all of the functions not otherwise expressly limited by this Agreement.

XX. TRAINING AND SAFETY

All Fire Department activities and operations shall be in compliance with OSHA and WISHA safety rules and regulations and any other applicable law as mandated by the Federal Aviation Authority.

The Employer shall, if possible, provide relief at any major alarm or emergency and at any alarm or emergency which because of extreme weather conditions dictates such relief.

The Employer shall provide and require a minimum of advanced first aid training and certification for Employees covered by this Agreement. All other training shall utilize available and applicable Federal and State materials including but not limited to those provided by Washington State Fire Service Training, Federal Aviation Administration and International Fire Service Training Association.

If an Employee is directed or required by Employer to attend classes, training, etc., outside of scheduled working hours, Employer shall pay all direct expenses upon submittal of receipts/invoices.

An Employee desiring to attend classes or training not required by Employer may submit an application for reimbursement prior to registration to his/her Fire Battalion Chief. Approval or disapproval will be made based on the value of such class or training to the goals of the department. Reimbursement for tuition, registration and books only will be made upon presentation of receipts for applicable fees and grade notices or documentation substantiating completion and/or a passing grade. Books purchased by the Employer become the property of the Airport. Employee may be required to present the course content to the other Employees.

XXI. DEPARTMENT STAFFING

A minimum of four bargaining unit member personnel shall be maintained on duty on each shift, and ordinarily a minimum of five bargaining unit member personnel shall be scheduled on each shift. If sufficient fire fighting personnel are not available to meet minimum staffing requirements, employees will be recalled on overtime or held over. The parties agree that the minimum staffing levels provided in this Article shall be maintained for the term of this Agreement, unless a reduction in the Airport's index requires a reduction in staffing. In that event, the parties agree that staffing will not be reduced until the parties have bargained pursuant to RCW 41.56 concerning any effects. Notwithstanding any other provisions of this article, Employer agrees to not lay off current bargaining unit members during the term of this Agreement. Furthermore, Battalion Chiefs, who are not bargaining unit members, will be allowed to count towards the minimum staffing requirements that are set forth herein, but only until December 31, 2011.

XXII. EMERGENCY MEDICAL TECHNICIAN

All members achieving certification at the direction of the Employer shall be paid at the EMT rate of pay. EMT differential is 3.75% of the employee's current wage for those employees who are Certified Washington State EMT's. All firefighters hired after 1/1/98 shall be certified as Emergency Medical Technician, and must maintain this certification as a condition of employment. The employer agrees all continuing education for EMT certification will be provided on site. Loss of EMT certification, may result in loss of employment.

XXIII. DEPARTMENT RULES AND REGULATIONS

The Employer may from time to time implement rules and regulations governing the operation of the Department. Any changes or additions to such rules shall be posted for a period of at least thirty (30) calendar days and shall be discussed with the Union prior to implementation. The Union agrees that its members shall comply with all properly adopted Fire Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that noncompliance with Departmental rules and regulations which affect working conditions and performance of work shall be subject to the grievance procedure. Rules and regulations in effect shall be a formal part of this Agreement.

Working conditions not specifically addressed in this Agreement shall remain unchanged or affected unless changed by mutual consent.

All rules and regulations, as well as this Agreement, shall be reproduced and supplied to each Employee by the Employer within twenty (20) working days at no cost to the Employee.

XXIV. DRUG AND ALCOHOL ABUSE

The Employer and Union mutually agree that the use of drugs, alcohol and other substances which impairs the ability of an Employee to safely and effectively perform his/her duties is not in the best interests of the Employer, Union or the public safety. Therefore, the

Employer and the Union agrees to cooperate in the investigation, development, implementation and administration of a responsible testing program. Such program shall include but not be limited to education, testing procedures, rehabilitation and disciplinary action(s).

XXV. PERSONNEL REDUCTION/SENIORITY/COMPENSATION

In the event of lay-off or reduction in force the Employee with the least seniority shall be laid off first. All reductions will have sixty (60) days written notice except in the event of an airline strike whereby only 30 day notice is required. Employees shall be recalled in the order of their seniority. Recall period will be three years for rehire. Any Employees rehired will be subject to examination (by Employer's physician) attesting to Employee's physical and mental fitness for duty.

Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment. Continuous service shall be broken only by resignation, discharge or retirement.

XXVI. CONFORMITY TO LAW

This Agreement and the interpretation of same shall be in accordance with all applicable State and Federal laws, including but not limited to the provisions of RCW 41.56 (Public Employees' Collective Bargaining).

Employer decisions affecting personnel matters, including wages, hours and working conditions which may be peculiar to the Employees covered by this Agreement shall be subject to the grievance procedure as set forth herein and to the provisions of RCW 41.56 (Public Employees' Collective Bargaining).

XXVII. PAYROLL DEDUCTION

A. The Employer agrees to deduct, once each month, dues assessments in an amount certified to be current by the secretary-Treasurer of the local Union from the pay of those Employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted, each month, by the Employer to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this Agreement.

B. Employee agrees that the Board may deduct from Employee's pay voucher, amounts due as a requirement under RCW 41.26 (Law Enforcement Officers' and Fire Fighters' Retirement System); or as a result of provisions of this Agreement; i.e. retirement medical/dental insurance premiums, overtime costs incurred by the Board as a result of shift trade agreements; reimbursement to Board for excess or erroneous payments made to Employees for any reason. Employee will be notified of any proposed action by Employer regarding a deduction. In the event of a dispute involving the deduction, Employer agrees to withhold action until such dispute is settled.

XXVIII. NONDISCRIMINATION

The Employer and Union agree that there shall be no illegal discrimination against employees based on race, sex, color, age, marital status, national origin, disability, or protected union activity. The grievance procedures of this Agreement shall apply to any dispute under this Article, provided, however, that prior to any arbitration, the employee shall have an election of remedies between arbitration and judicial or administrative remedies. If the employee elects arbitration, he or she must provide a written waiver of all other remedies and the arbitral forum shall provide the final determination of the dispute.

XXIX. PENSION AND RETIREMENT

All Employees will come under the Washington Law Enforcement Officers' and Firefighters' Retirement System as set forth in RCW 41.26 (Law Enforcement Officers' and Firefighters' Retirement System). All Firefighters employed prior to October 1, 1977 are classified as LEOFF I Employees and all Firefighters employed after October 1, 1977 are classified as LEOFF II Employees or another designation as established by applicable RCWs and shall be accorded the rights and privileges set forth in the applicable RCW.

XXX. SOCIAL SECURITY REPLACEMENT/RETIREMENT PLAN

The Employer agrees to pay four and one-half percent (4.5%) of the taxable base wage on behalf of the members of the bargaining unit up to the annual maximum limits for Social Security to the Spokane Airport's Firefighter's Retirement Fund.

XXXI. WSCFF MEDICAL EXPENSE REIMBURSEMENT PLAN

A. Beginning on January 1, 2006, monthly contributions will be made on a pre-tax basis from the base salary of each employee to the WSCFF Employee Benefit Trust (the Trust). The Trust is established in accordance with applicable federal and state laws, and monies contributed to the Trust shall only be used for retiree health insurance premiums or health service expenses. This Trust shall remain separate and apart from any Employer retiree health insurance funding program unless it is mutually agreed otherwise by the Airport and the Union.

The contribution rate to the Trust will be the premium amount that is established by the Trust (which, as of January 1, 2006, is \$75 per month). Contributions to the Trust shall be deducted by the Employer from the employee's paycheck on a pre-tax, bi-monthly basis (thus, currently two bi-monthly deductions of \$37.50 each will be made by the employer for this purpose). The Union shall have the option to direct the Employer to adjust the contribution rate from time to time by duly notifying the Employer of changes that have been made in the Trust's premium rate. Contributions that are made to the Trust on behalf of Employees shall be included as salary for the purpose of calculating retirement benefits.

B. Conversion of Sick Leave Cash-out to WSCFF Retiree Medical Account

Upon the retirement of an Employee, the Employer shall immediately take the total monetary value of the sick leave cash out benefit that the Employee has accumulated pursuant to Article XIV of this Agreement and shall contribute that amount into the WSCFF Employee Benefit Trust. The amount of this contribution may not exceed 20 service credit years,

and shall be deposited on a pre-tax basis based upon the MERP monthly contribution rate, and therefore, any excess amount of the sick leave cash out benefit will be paid directly to the Employee in accordance with Article XIV of the collective bargaining agreement.

C. Role of Employer

The Employer's role is administrative only. IAFF Local 1789 and its members recognize this fact and agree to hold the Employer harmless and indemnify the Employer from any and all liability, claims, lawsuits, and /or any losses, damages, or injury to person or property, of whatsoever kind, arising from and if any related to the implementation and administration of the WSCFF MERP.

XXXII. PROMOTIONS

In the event of a vacancy for the position of Lieutenant, the Employer shall test/promote Employees from within the Department in an impartial manner related to those matters, materials and training which will test fairly the candidate's ability to discharge the duties of the Lieutenant position.

Reference materials shall be made available by Employer to all Employees for study purposes not less than ninety (90) calendar days prior to the examination procedures. All oral and written questions shall be pertinent to and reflect the operation of the Department.

Promotion to Lieutenant shall be based on the following:

Written Examination: 50%

Assessment Center: 50%

A list of all candidates scoring at least 70% on the written exam shall proceed to the oral portion of the exam process. The assessment center shall be given by a panel selected by Employer consisting of qualified people. At least one member of the Panel shall be a member of a professional firefighting department.

The examination process shall be conducted every two (2) years and a promotion list issued upon completion of the process. Such list shall remain in effect for two (2) years from the date of posting. All promotions shall be made from such list with the Fire Chief selecting a candidate from the top three positions on the list. Any candidate passed over for promotion will be provided, in writing, the explanations for the decision. The intent of the explanation is to allow the employee the ability to identify the areas of improvement needed for promotion.

The promoted firefighter shall be on probation for a period of six (6) months. In the event the Probationary Lieutenant does not successfully complete the probation, he/she shall return to their previous position with downward adjustment in pay. In such event, the Fire Chief will select another candidate from the top three positions of the current promotion list in place.

In the event of a vacancy due to an illness or injury which is anticipated to prevent the Lieutenant from returning to duty for a period exceeding six (6) months, a top

candidate shall be promoted to the Lieutenant's position on a temporary basis. The determination that an employee is anticipated to be out more than six (6) months shall be based on: 1. nature of disability; 2. prognosis issued by employee's physician; 3. input from employee; and 4. prognosis issued by Employer's physician.

If the Lieutenant on disability returns to duty in accordance with the applicable RCW's, he/she shall not have any reduction in rank or compensation.

XXXIII. SUPPLEMENTAL AGREEMENT

This Article shall be used only for the purpose of discussing non-cost items. Topics relating to maintenance of contract provisions shall be negotiable under this Section.

This Agreement may be amended, provided both parties concur. Supplemental agreements thus completed will be signed by the responsible Union and Employer.

Supplemental agreements thus completed shall become a part of the larger Agreement, and subject to all of its provisions.

XXXIV. AGREEMENT BINDING ON SUCCESSORS

This Agreement and the renegotiation of this Agreement, in accordance with RCW 41.56.440 (Uniformed--Personnel--Negotiations--Declaration of an impasse--Appointment of mediator), shall be binding upon the successors and assigns of the parties hereto, and no article, provision, term, or obligation herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party hereto.

XXXV. LAWSUITS/LIABILITY

In accordance with Airport Board Resolution No. 02-86, the Employer shall assume all liability costs, expenses, and shall indemnify any Employee(s) for any action brought against them as a result of good faith performance of duties for or employment with the Airport. The Employer shall grant the appropriate leave with pay and appropriate overtime in the defense of any such action.

XXXVI. VENUE

This Agreement is to be construed in accordance with the applicable laws, rules and regulations of the United States of America, the State of Washington and the County of Spokane.

XXXVII. SAVING CLAUSE

If any provision of this Agreement or the application of such provisions should be rendered or declared invalid by any court action or by reason of any existing or subsequent

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

XXXVIII. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience in reference only, and are not intended to define or limit the scope of any of the provisions of this Agreement.

XXXIX. NOTICES

All payments, demands and notices herein shall be deemed to be properly serviced if hand delivered, or if sent by registered or certified mail, postage prepaid, to the last address previously furnished by the parties hereto. Until hereafter changed in writing, notices shall be sent to the following:

BOARD: SPOKANE AIRPORT BOARD 9000 Airport Rd., Ste 204 Spokane, WA 99224	UNION: UNION LOCAL 1789 P.O. Box 19161 Spokane IAP WA 99219
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The date of service of such notice shall be the date such notice is deposited in a post office of the U.S. Post Office Department.

ATTEST: Local 1789

Title:

Title:

RECOMMENDED APPROVAL, TERMS
AND CONDITIONS BY:

SPOKANE AIRPORT BOARD

Rayland P. Davis
InterimAirport Director

Title:

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared _____ and _____ to me known to be the Chairperson and Secretary of the Spokane Airport Board, and acknowledge the foregoing instrument to be the free and voluntary act and deed of said Board for the uses and purposes therein mentioned, and on oath each stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the
State of Washington, residing
at Spokane .

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____ to me known to be the _____ and _____ of _____, and acknowledge the foregoing instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath each stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the
State of _____
residing at _____.

Wage Schedule 2011
Airport ARFF Department
(2684 annual hours*)

	Annual	Hourly
Step 1	41,979.32	15.64
Step 2	48,176.67	17.95
Step 3	52,102.59	19.41
Step 4	56,308.94	20.98
Step 5	60,851.79	22.67
Lieutenant	68,154.01	25.39

All Washington State Department of Health Certified Emergency Medical Technicians shall receive a 3.75% incentive on base hourly rate.

* Annual hour of 2684 effective 1/1/2011.

Wage will increase by 1.75% effective January 1, 2011 (as reflected in the 2011 Wage Schedule above)

Wage will increase by 1.5% effective July 1, 2011.

Wage will increase by 1.75% effective January 1, 2012 and by 1.5% effective July 1, 2012.

Effective January 1, 2010, there will be a wage differential of 112% between Top Step Firefighter wage and Lieutenant wage.