

AGREEMENT

BY AND BETWEEN

SNOHOMISH COUNTY FIRE PROTECTION DISTRICT NO. 1

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1997

January 1, 2007 through December 31, 2009

PREAMBLE

This agreement is entered into by and between Snohomish County Fire Protection District No. 1, hereinafter referred to as the "Employer", and the International Association of Firefighters, Local 1997, hereinafter referred to as the "Union". Individuals of the Union shall be referred to as "Employees".

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

ARTICLE 1 RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining agent for all full-time Battalion Chiefs, Captains and Firefighters of the Fire District.

ARTICLE 2 DISCRIMINATION

- 2.1 Neither the Employer nor the Union shall, contrary to any provisions of the law, discriminate against an employee because of age, sex, marital status, sexual orientation, race, creed, color, national origin, union status, disability or disabled veterans status; provided that the provisions of ARTICLE 3 UNION SECURITY shall not be otherwise modified or abridged by this article.

ARTICLE 3 UNION SECURITY

3.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members in good standing on the execution date of this Agreement shall remain members in good standing. It shall be a condition of employment that all members covered by this Agreement who are not members of the Union on the execution date of this Agreement shall on or before the thirtieth (30th) day following the execution of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union, or in lieu thereof pay each month a service charge equivalent to that portion of regular union dues necessary to negotiate and administer the Agreement to the Union as a contribution toward the administration of this Agreement. Provided:

Objections to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will be observed. Any such employee shall pay an amount of money equivalent to that portion of regular union dues necessary to negotiate and administer the Agreement to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining unit representative to which the employee would otherwise pay the dues and initiation fees. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the bargaining unit representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

3.2 The Union agrees to indemnify and save the Employer harmless against any liability which may arise from any action taken by the Employer at the direction of the Union.

ARTICLE 4 PAYROLL DEDUCTION OF DUES

4.1 The Employer shall deduct, once each month, Union dues or service fees from an employee's salary if that employee has so authorized the deduction in writing.

4.2 Such deductions for Union dues shall be made payable to the Union.

ARTICLE 5 UNION ACTIVITIES

- 5.1 Union Leave up to a maximum of one hundred forty-four (144) hours with pay per year shall be available to bargaining unit members to attend official Joint Management/Union functions, such as training, negotiations, and conferences.
- 5.2 Written request shall be submitted to the Chief or his/her designee fifteen (15) calendar days prior to the time off period requested.
- 5.3 Administrative Leave for such Joint Management/Union functions may be granted if such leave does not affect minimum staffing as established by the employer.. Time off granted under this section shall not affect Article 5.1.
- 5.4 Union time off is approved, it cannot be revoked except in extreme emergencies.
- 5.5 Employer shall furnish Union bulletin boards in each station.
- 5.6 Union may use a district fire station for Union meetings with prior approval of the Chief or his/her designee. Personnel on duty at the designated station may attend subject to availability for emergency response. Should it be necessary for an employee(s) at a non-designated station to attend a special Union meeting, another employee may stand by in his/her place, provided there is no increased cost to the Employer.
- 5.7 The Employer shall notify the Union President within fifteen (15) days of any change in an employee's status, including but not limited to:
 - A. promotion/demotion;
 - B. transfer;
 - C. suspension/layoff;
 - D. leave of absence
 - E. Disciplinary action.
- 5.8 Meetings between the Union and the Employer shall be conducted at times and places mutually agreed to by the Employer and the Union. On-duty bargaining unit members who are involved in said meetings shall be allowed to attend. Work replacement for any member attending a Union/Employer meeting shall be arranged if necessary by the Battalion Chief.

ARTICLE 6 RULES AND REGULATIONS

- 6.1 The Union agrees that its members shall comply in full with the Employer's rules and regulations, Standard Operating Procedures and/ or SOG's and policy and procedures, including those relating to conduct and work performance. All employees shall be furnished with a copy of the above mentioned rules immediately upon hire.
- 6.2 The Employer agrees that any changes to the Department rules and regulations, Standard Operating Procedures and/ or SOG's, and policy and procedures that affect wages, hours and terms and conditions of employment and job performance shall be subject to the grievance procedure.
- 6.3 The Union shall notify the Employer within fifteen (15) calendar days after written notification of any change in rules and regulations that the Union feels must be negotiated. If no notification is received from the Union within that time, then changes to rules and regulations shall be deemed mutually acceptable.
- 6.4 The union shall agree to participate in an employee performance appraisal program. Such program shall be mutually developed, reviewed, and modified to most current needs and/or expectations of the organization.

ARTICLE 7 DISCIPLINE

- 7.1 Probationary Period. New employees shall be subject to a probation period of twelve (12) months of continuous service commencing with their date of hire. During this period, such employees may be disciplined or terminated at the sole discretion of the Employer. Discharge of an employee during the probationary period shall not be subject to the grievance procedure.
- 7.2 Except as provided above, no employee shall be disciplined or discharged except for just cause.
- 7.3 Any discipline for cause shall be followed within 7 days by a written statement to the employee delineating the facts surrounding the charge; the policy, procedure or rule violated; disciplinary action taken, and the actions required of the employee to eliminate future problems.
- 7.4 Discipline shall be progressive in nature and/or appropriate to the offense.

ARTICLE 8 GRIEVANCE PROCEDURE

- 8.1 Definition: A grievance is any dispute between the Employer and an employee or the Union which may arise because of interpretation, application or alleged violation of any specific terms or provisions of this Agreement. Whenever possible, grievances should be settled on an informal basis with the employee's immediate supervisor.
- 8.2 If the grievance cannot be settled informally, the grievant shall present his/her grievance to the Union president or designee who may appoint a grievance committee to inquire into the facts and circumstances of the complaint. If the complaint is found to be valid, the President or designee shall within thirty (30) days of the act giving rise to the complaint, or when the grievant should have reasonably known of the act giving rise to the complaint, submit the grievance in writing to the Fire Chief. The written grievance shall include the following information:
- A. the article(s) of the Agreement allegedly violated;
 - B. the facts of the matter; and
 - C. the remedy sought.
- 8.2.1 The Chief or his/her designee shall issue a written response including his/her decision and reasons therefore within twenty-one (21) days of receipt of the complaint. If settlement is not reached, the Union may submit an appeal of the grievance to the Board of Commissioners for further consideration. Such appeal, including all paperwork pertinent to the case, shall be submitted within fifteen (15) days of the Chief's decision. Alternative dispute resolution methods (mediation, fact finding) can be considered, if mutually agreed to by the employer and Union.
- 8.2.2 The Board of Commissioners shall issue a written response within fifteen (15) days of receipt of the grievance. If settlement is not reached, the Union may submit the matter to arbitration using the following procedure.
- 8.3 Arbitration: The Union shall notify the Employer within fifteen (15) days of the Commissioners decision, in writing, of the decision to submit the matter to arbitration and the parties shall submit a joint request to the American Arbitration Association for a list of seven arbitrators from which the parties shall select a neutral using the traditional striking method. Nothing herein shall prevent the parties from mutually agreeing to another method of arbiter selection.
- 8.3.1 The arbiter thus chosen shall hear both sides of the issue in closed hearing and shall issue a decision which shall be final and binding on both parties. The arbiter shall be limited to determining whether there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement and the appropriate remedy.
- 8.3.2 Expenses and compensation for the arbiter's services and the proceedings shall be borne 50% by the Employer and 50% by the Union; provided however, each party

shall be completely responsible for all costs of preparing and presenting its own case. If either party desires a record of the proceedings, the requester shall solely bear the cost of such record.

8.4 It is the intent of the parties that all time limits shall be complied with; provided however, time limits may be extended by mutual written consent of the parties.

8.4.1 If no response is received from the Employer by the end of the time limit for its consideration of the grievance, the Union may advance the grievance to the next step.

8.4.2 If the Union fails to meet time limits proscribed for its action, the grievance shall be considered withdrawn.

ARTICLE 9 VACANCIES & PROMOTIONS

9.1 If a vacancy occurs in the Department, which requires firefighter experience and it is not filled within thirty (30) days, at Union request, the Employer shall notify the Union of its plans concerning the vacant position.

9.2 A represented officer's position, permanently vacated, shall be filled from the current eligibility list.

9.3 Notice of promotional examination shall be given at least ninety (90) days prior to the examination and shall include the scheduled examination date and applicable study/reference material. It shall be understood that promotional examination grading will be based on such study/reference material and "best practical knowledge experience."

To be eligible to enter the promotional examination an employee must meet the following qualifications:

9.3.1 HazMat:

1. Off entry level probation.
2. HazMat certification must be maintained for a minimum of five (5) years. Exceptions made on a case by case basis as approved by the Fire Chief or designee.

Any member that has been promoted to HazMat Technician shall remain as a Technician for a minimum of 5 years from the date of certification. Technicians shall maintain at least the minimum training requirements provided by the Department.

Technicians not meeting training requirement by December 31, for recertification shall lose their incentive pay. Technicians shall make up missing training by March 31, or lose their technician status. Certification requirements beyond those required by law shall be bargained.

Technicians shall be promoted based on the classification needs of the Department.

9.3.2 Rescue:

1. Off entry level probation.
2. Rescue Tech certification must be maintained for a minimum of five (5) years. Exceptions made on a case by case basis as approved by the Fire Chief or designee

Any member that has been promoted to Rescue Technician shall remain as a Technician for a minimum of 5 years from the date of certification. Technicians shall maintain at least the minimum training requirements provided by the Department.

Technicians not meeting training requirement by December 31, for recertification shall lose their incentive pay. Technicians shall make up missing training by March 31, or lose their technician status. Certification requirements beyond those required by law shall be bargained.

Technicians shall be promoted based on the classification needs of the Department.

9.3.3 Paramedic:

1. Three (3) years as a Career Firefighter with Fire District 1.
2. Paramedic Certification must be maintained for a minimum of five (5) years. Exceptions made on a case by case basis as approved by the Fire Chief or designee.

9.3.4 Captain:

1. Six(6) years as a Career Firefighter with Fire District 1.
2. 20 credits, excluding electives, in course work toward a degree in Fire or EMS,related fields
3. Chief Fire Officer Designation (CFOD) points totaling a minimum of 250.

9.3.5 Battalion Chief:

1. Five (5) years as a Captain, with Fire District 1
2. HazMat Incident Commander and Incident Safety Officer training
3. CFOD points totaling a minimum of 300.
4. 45 credits, excluding electives, in course work toward a degree in Fire or EMS related fields

- 9.4 Employees filing for Battalion Chief and Captain promotional examination shall do so on the Department form, to include the CFOD application materials.(CFOD version 1.7) if required not later than sixty (60) days prior to the date of the examination.
- 9.5 The examination shall consist of an assessment center.
- 9.6 The assessment center (already defined) will be mutually agreed upon between employer and the union prior to the testing process. Union representatives shall not be evaluators of said examinations.
- 9.7 The relative weight of each examination section shall be as follows:

Assessment center -100%.

Seniority 1/3 point per year of service added to a passing Assessment Center Score.
- 9.8 When two or more candidates have the same composite score, preference on the eligibility list shall be determined by their seniority.
- 9.9 All promotional testing results and eligibility lists shall be published.
- 9.10 Promotions shall be filled in rank order from the top of the eligibility list.
- 9.11 An eligibility list shall remain current for a period of twenty-four (24) months after the posting of the eligibility list or until exhausted, which ever comes first.
- 9.12 Promoted employees shall serve a probationary period of 6 months worked, excluding disability. If during that time the employee fails to perform the duties of the new position satisfactorily, he/she will be permitted to return to his/her previous position without loss of seniority.

ARTICLE 10 E.M.S. PROGRAM

- 10.1 The District and Local agree to sustain an EMS program for the purpose of delivering incident response capabilities and maintaining employee certifications.
- 10.2 Minimum certification for District personnel is Emergency Medical Technician (EMT) as defined by WAC. All personnel shall maintain certifications as required by Washington State and Snohomish County. Failure to maintain minimum certification may, at the Fire Chief or designee's discretion, be cause for discipline or employee termination.
- 10.3 The Employer shall provide at no cost to the employee, minimum required continuing education and ongoing EMS training either on-duty or on an overtime basis for all EMT's

and Paramedics. All required books, tuition, fees and materials for EMS minimum required training and certification shall be provided by the District.

- 10.4 District employee(s) failing to pass initial paramedic certification after attending the District approved training institution, and if failing to pass all allowable testing sessions employee (s) may on their personal time, retake the course and examination. Re-entry into a paramedic training program shall be at the discretion of the Fire Chief or designee.
- 10.5 CAPTAIN/PARAMEDICS: The District recognizes that existing personnel may be certified paramedics serving in the capacity of shift Captain.
 - 10.5.1** Captain/Paramedic(s) shall fill the primary role of company officer and intervene as practitioners when applicable to the patient's care needs. The Captain/Paramedic should remain focused on their responsibility of command and control for the crews serving under his/her authority.
- 10.6 District employees may be offered an opportunity to advance their certification by participating in a District approved paramedic training institution. Sponsored District employees shall apply for paramedic school as defined in Article 9.
- 10.7 PARAMEDIC PROGRAM EXIT PROCEDURES: A District paramedic wishing to exit the District's EMS paramedic program shall forward a letter to the Fire Chief or his designee requesting to exit the program a minimum of one year prior to desired date.
- 10.8 PARAMEDIC PROGRAM RE-ENTRY PROCEDURES: A Firefighter/Paramedic who has exited the paramedic program may apply to re-enter the program as defined in Article 9.

ARTICLE 11 REDUCTION IN FORCES

- 11.1 In case of personnel reduction, lay-off shall be done by reverse order of seniority. Each employee laid off shall be placed on a reserve list for five (5) years in order of layoff. Vacancies in the Department shall be filled from the reserve list on a last laid off/first hired basis before persons outside the list are hired.
- 11.2 Seniority shall be determined by continuous service with the Employer from the date of hire. Continuous service shall be broken by resignation, discharge, or retirement.
- 11.3 During the period an employee is on an authorized leave of absence without pay or on layoff status seniority shall not accrue. Upon returning to work after such a layoff or leave, the employee shall be granted the level of seniority previously accrued in the rank to which he/she returns.

- 11.4 Employees with the same hire date shall be assigned to the seniority list in order of their ranking on the hiring list.
- 11.5 The Employer and the Union shall recognize all time in continuous service as outlined in 11.2 and 11.3 above of employees of any IAFF Local of any Fire Department/EMS that merges, consolidates, contracts with or forms an Interlocal Agreement with the Employer as time spent in service to this Employer. Said time shall entitle the employee to all the rights and privileges of that position on the seniority list.
- 11.6 Laid-off employees must pass a current LEOFF medical exam, by the District Physician, before being rehired.

ARTICLE 12 FAMILY MEDICAL PROGRAM

- 12.1 The Fire District and Local 1997 have agreed to implement a healthcare insurance plan that is aimed at cost containment strategy thru a High Deductible Health Plan. These consumer directed plans, are being promoted by the government and the healthcare industry as being a partial answer to the rising cost of healthcare, and offer promise to stem the double digit inflation of traditional healthcare plans.

If this fails to live up to maintaining healthcare at the current levels of medical and vision for employee and spouse and dependants and fail to maintain cost and the need to return to a conventional plan is necessary, it is agreed to that the bases for negotiating purposes will be the cost of 2005 actual medical only portion of healthcare which was \$2,277,726, and Dental base point which was \$242,278

- 12.2 The employer agrees to pay the premium cost for medical and dental group insurance mutually agreed upon by the union and the employer for medical and dental coverage for all employees and their dependants as follows:

- 12.2.1 District pays 100% of the premiums for the WFCA HDHP. The employee shall pay any cost which exceed 15% based on the following.

- 12.2.2 Dividends from the WFCA will be used in the calculation to reduce the cost of the following year's premium.

- 12.2.3 After 12.2.1 & 12.2.2 are factored in, cost sharing by the employee will not occur until the overall cost rises more then 15% per year or 45% cumulatively over the life of this contract. If cost are under the 15% for any one year the remaining percentage will be added to the following year and carried over from year to year. Increases over these percentages will be shared 50/50 with the employer between the 115.001% up to 125% of increase with the employer covering costs over the

125% cap. Employer will provide reports and calculations on premium cost sharing to the Union prior to open enrollment.

- 12.2.4 Any interest earned from the HRA Reserve Fund account will be used to reduce the cost of the following year's premium calculation over the 15%. Any excess earned interest shall stay within the Reserve Fund to be used for medical and dental topics. The healthcare committee will submit their recommendations for the use of the excess earned interest to the Fire Chief/Board.
- 12.2.5 The base point for cost sharing calculations will be the average of the combined rate categories and based off the WFCAs 2006 HDHP for calculating the 15% increase. LEOFF1 employees in the WFCAs Traditional plan and Group Health participants do not count against the calculated increase.
- 12.3 Employees choosing **Group Health** will pay any premium in excess of the current years total based on the WFCAs HDHP premium+ the HRA their individual or family demographics.
- 12.4 The yearly HRA will be funded with the Annual deductible + total out-of pocket expense according to each employee's demographic. The yearly HRA account and the retiree medical HRA account will be a fully funded account with no unfunded liability. Both the HRA Reserve Funds and individual accounts will be fully funded by no later than the 1st day of May of each year of this contract.
 - 12.4.1 The HRA Individual account fund balances established in 2006 and from this point on shall rollover into a separate retiree medical HRA plan. Both HRA components will include a survivorship option and have continued reimbursement rights upon separation from the district until fund is depleted. If an employee separates prior to the first quarter of the year, that years HRA's annual allotment shall be pro-rated to their date of separation. Employees separating with a negative HRA balance shall have the amount deducted from their final pay.
- 12.5 The employer shall offer the employees a Section 125 Plan including Flexible Spending Account, Dependent Care Assistant Program and Premium Payment Component.
- 12.6 The family medical program(s) in effect at the time of the ratification of this Agreement shall be acceptable to the Employer and the Union. Any change in program(s) shall be mutually agreed upon by the Employer and Union before implementation of such change.
- 12.7 The Employer shall pay for accidental death and dismemberment insurance.
- 12.8 The Employer shall pay for \$50,000 life insurance. See Appendix A.

- 12.9 The Employer shall add to Employee's base wage the monthly cost of short-term disability insurance. Short-term disability insurance shall be use as a coordinated benefit with other paid leaves.
- 12.10 Current levels of insurance outlined in articles12 will be listed in appendix A
- 12.11 The Union and the Employer shall establish a joint Health Care Committee the purpose of which is to review, as necessary, the quality and value of the current health care programs, Drug , Alcohol and Tobacco Use Policies and to make recommendations as to future health care administration and coverage under this Article. The Health Care Committee will be comprised of an even number being at least two (2) representatives from each labor and management.
- 12.13 Any employee or their dependents that elects COBRA will have the option to choose the HDHP without a HRA , combined HDHP with an HRA or choose the HMO option plan. Those opting for COBRA will be required to pay the appropriate COBRA premium for the chosen plan plus the 2% Administrative fee.
- 12.14 The current healthcare will be based on the WFCB HDHP Manual for 2007. It is agreed that the coverage in said booklet is what will be the official measure of a plan covered expense. It is the intent of the plan for members to use in network providers. Should members choose to use out of network providers they will incur costs above the Usual and Customary Fees normally written off by member providers. These costs are non-covered expenses under the HRA plan; however, may be covered under an FSA plan. HRA expenditures will be limited to only plan covered expenses of the before mentioned manual.

ARTICLE 13 EMERGENCY LEAVE OR DEATH IN THE FAMILY

- 13.1 In case of a death in the immediate family of any employee, the employee may, upon request, be granted up to forty-eight (48) hours off, and up to Forty (40) hours for non-shift employees.
- 13.1.1 Additional leave may be granted for the purpose of supporting an employee's needs. Such leave shall be approved on a case-by-case basis by the Fire Chief or designee. The Fire Chief or designee shall conference with the Union to assist in determining necessary support for the employee.
- 13.1.2 Leave to provide for immediate family death outside the State of Washington may be extended to allow for travel. Such leave shall be approved by the Fire Chief or designee on a case-by-case basis.

- 13.2 The immediate family shall be defined as spouse, children, and stepchildren of the employee and/or spouse; the mother, father, brother, sister, grandparents of the employee and those of the employee's spouse, those that stood in loco parentis.
- 13.3 In the event of any other emergency, reasonable paid leave (using accrued time i.e. vacation, holiday time, etc) may be granted at the discretion of the Chief or his/her designee.
- 13.4 Any time off requested under the Family and Medical Leave Act shall be in accordance with the FMLA and Department policy.

ARTICLE 14 PAID LEAVE

- 14.1 Holidays for forty (40) hour employees: The following shall be designated as holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

- 14.2 In addition to the holidays listed above, an employee, after six months of employment, shall be eligible for a floating holiday, which shall be scheduled by mutual consent of the employee and the Employer. Such floating holidays may not be carried from one calendar year to another.
- 14.3 The above holidays shall be observed on the day recognized by the Federal calendar. When any of the listed holidays fall on a non-scheduled work day the holiday shall be observed on either the preceding work day or the following work day by mutual agreement.
- 14.4 In lieu of holidays, employees assigned to a twenty-four (24) hour duty shift shall receive one hundred twenty seven (127) hours in the 2007 year in January of 2007 into the employees' vacation bank. Should an employee leave employment during the 2007 year the 127 hours will be prorated to determine the actual number of the holiday hours payable for the 2007 year. For the 2008 and 2009 years the employee shall receive 10.58 hours of paid leave monthly which will be placed into the employees vacation bank.

ARTICLE 15 SICK LEAVE

- 15.1 Twenty-four (24) hour shift LEOFF II employees shall accrue twenty (20) hours per month of sick leave. Forty (40) hour employees shall accrue twelve (12) hours per month of sick leave. Sick leave accrual shall be a maximum of two thousand four hundred and seventy (2470) hours.
- 15.1.1 New employees shall receive upon hire one (1) year sick leave accruals (the equivalent of 240 hours of sick leave) and shall not accrue additional sick leave hours until the thirteenth (13th) month of employment. Such sick leave may be used during the first year of employment.
- 15.2 In order to be eligible for sick leave pay, an employee must meet the following conditions:
- 15.2.1 Report to the Battalion Chief/Chief Officer in charge (or his/her designee) the reason for the absence prior to the beginning of the scheduled work shift.
- 15.2.2 Keep the Battalion Chief/Chief Officer in charge (or his/her designee) informed as to the employee's condition at least prior to the first day of every shift cycle.
- 15.3 Recurring Sick Leave is defined as three (3) or more successive shifts or three or more sick leave events during a calendar year. In such cases, the following may be required prior to the employee returning to duty.
- 15.3.1 The Fire Chief (or his/her designee) may request the employee to submit a medical certificate signed by a physician stating the nature of the condition, duration of the period that the employee shall be incapacitated, and the date the employee can return to work.
- 15.3.2 The Employer has the option of specifying a physician to perform a medical examination to be paid by the Employer.
- 15.4 For LEOFF II employees, service-incurred illness or injuries shall be covered by Worker's Compensation. Earned sick leave benefits may be used along with the 6 month disability supplement and Worker's Compensation Insurance in an amount which when added to the Worker's Compensation benefits, is sufficient to equal the employee's total salary.
- 15.5 Sick Leave: Employees covered by LEOFF II shall be subject to applicable LEOFF II sick leave and disability sections of RCW 51.32.090 and Chapter 41.04 RCW. Employees covered by LEOFF I shall be subject to applicable LEOFF I disability leave sections of RCW 41.26.

- 15.6 Employees who exhaust all of their accrued sick leave may receive leave without pay for any additional time off not to exceed one calendar year. Such time may be extended on a case-by-case basis as approved by the Fire Chief or his/her designee.
- 15.6.1 Employees separated due to disability related reasons will be placed on a disability/rehire list for where for a period of two (2) years. During the two (2) years employees if cleared by their physician shall have the opportunity to take the LEOFF Medical Fit for Duty Exam and if passed shall be qualified for hire.
- 15.6.2 Employees qualified for hire shall be considered for hire prior to hiring from other hiring lists.
- 15.7 Sick leave may be used for any medically related incident including regularly scheduled visits to doctors and dentists and to care for a dependent or spouse of the employee, in accordance with applicable RCW's.
- 15.8 Upon severance an employee shall receive a one time buy back of one-quarter (1/4) of their sick leave hours at straight pay up to a maximum of 1440 hours, based on Sr. firefighter wage, to be paid to the Washington State Council of Fire Fighters Employee Benefit Trust or another option of the employees choosing, not later than seven (7) days after the employees final day of employment.
- 15.9 Sick Leave Incentive Program: To be eligible to participate in the Sick Leave Incentive Program employees must reach and maintain a minimum accrual balance of 720 hours.
- 15.9.1 Employees shall be eligible to receive an incentive of either PTO or the equivalent straight pay in lieu of PTO in accordance with the table below. The PTO shall be added to the employees' vacation bank the year immediately following earning of such time. The employee shall be able to then schedule the time off. The PTO shall count against the employees' end of the year vacation maximum and carryover requirements. The employee electing to receive straight pay in lieu of equivalent hours of PTO shall submit the request to payroll by February of the year immediately following. The hours converted to pay or PTO shall be removed from the sick leave accrual bank. The Sick Leave Incentive Program additional PTO shall not apply to cost-to-comp.
- 15.9.2 The Sick Leave Incentive Program will remain consistent with Article 42 Section 42.2 for eligibility of PTO.

24 Hour Employee		Day Shift Employee	
Sick Leave Usage	Hours Pro rated to hours used.	Sick Leave Usage	Hours Pro rated to hours used.
0	48	0	20
24	36	12	15
48	24	24	10
72	12	36	5

Payroll will calculate any fractions of sick leave usage to incentive hours to determine actual amount of hours earned.

ARTICLE 16 VACATIONS/HOLIDAYS

- 16.1 All employees shall be granted vacation hours accrued and accumulated up to the limits as set forth in 16.8
- 16.2 Vacation time shall be accrued on a monthly basis for the purpose of determining vacation liability. Vacation time may only be accumulated up to a maximum allowed per article 16.8, at the end of each year. However, due to unusual circumstances, the Chief or his/her designee may approve excess accumulation, which shall be taken within three (3) months of the following year. The Chief or his/her designee may assign vacation days to use time accrued that is not in compliance with the provisions of this Article. The employer shall notify all employees of the status of their vacation/holiday/sick leave balances monthly.
- 16.3 Employees shall be allowed vacation time off during the first six (6) months of employment provided they are not in the Washington State Patrol Fire Training Academy.
- 16.4 Upon termination from District employment, the employee shall be paid as lump sum settlement the hours of unused vacation/holiday leave up to the maximum hours allowed. Vacation leave accrued and unused in excess of the maximum allowed shall be forfeited unless approved in 16.2 above. Cash payment for unused annual leave shall be made under the following conditions:
- 1) Upon written resignation with a minimum of two calendar weeks notice. The Board may waive the notice period.
 - 2) Upon separation by death, retirement, layoff or dismissal of an employee.
- 16.5 The Union President or his/her designee shall provide the Department with a vacation schedule for 24 hour shift personnel by December 15, consistent with District SOP's/SOG's.

16.5.1 All vacation requests submitted after December 15th shall be on a first-come first-served basis.

16.6 For forty (40) hour per week employees, vacations shall be scheduled by mutual consent of the employee and his/her supervisor. Vacation requests must be written and approved prior to taking such vacation.

16.8 Vacation/holiday hours shall be granted in accordance with the following schedule:

Completed Month of Service	Hours of Vacation		Maximum Accumulated Hours Allowed	Holiday Hours 2007/ 2008&2009
	Month	Year		
1 – 48	8	96	144	127/10.58
49 – 120	12	144	216	127/10.58
121 – 180	16	192	288	127/10.58
181 – 240	20	240	360	127/10.58
241 – 288	24	288	432	127/10.58
289 – 360	28	336	504	127/10.58
361 -	32	384	576	127/10.58

ARTICLE 17 SHIFT EXCHANGE

17.1 Employees shall have the right to exchange shifts or portions of shifts when the change does not interfere with the operation of the Department and is approved by the Battalion Chief.

17.2 Employees shall be permitted to work a maximum of seventy-two (72) hours straight during a shift exchange followed by a minimum of twenty-four (24) hours off, with a maximum of eight open trades **with exceptions for special circumstances approved by Chief or Designee** .

17.3 The Employer recognizes a signed agreement to stand in for another employee as assumption of full responsibility for the manning of that shift, with the exception of an excused absence per Article 15; 15.2.

17.4 Employees shall have the right to relieve an employee rating before the employee's starting time with proper notification to the Company Officer; PROVIDED, said early

relief does not reduce an ALS apparatus to BLS level. Such time shall be considered as time exchanged as identified in Article 17; 17.1.

ARTICLE 18 HOURS

- 18.1 The Employer has the right to establish work schedules. The Employer has established that the work period for bargaining unit shift personnel as that of a 24 day period and the work period and bargaining unit day shift personnel that of a 14 day period.
- 18.2 Bargaining Unit members, except those listed in 18.4 below, shall work an average of forty-seven and one quarter (47.25) hours per week (2465.5 hours per year) The shift cycle shall consist of twenty-four (24) hours on-duty, twenty-four (24) hours off-duty, twenty-four (24) hours on-duty, one hundred twenty (120) hours off-duty; then the cycle shall start again. The balancing of the work cycle and work week shall be accomplished by assigning a debit day to all shift employees. The debit day shall not be changed unnecessarily and shall be scheduled one every 32 calendar days, repeating. Shift personnel shall receive overtime compensation for all hours worked in excess of the maximum hour standard of 182 under the 7(k) exemption or as provided under Article 21 of this contract.
- 18.3 In the event an employee is assigned to a station other than his permanent assignment, said employee shall report to his permanently assigned station and proceed to any re-assigned station while on duty unless notified prior to the end of the previous shift. Such temporary "floater" assignments shall be assigned to the least senior member of the crew unless a more senior member requests the assignment.
- 18.4 Those employees assigned to the 40 hour week shall work either five (5) eight (8) hour days, Monday through Friday, or four (4) ten (10) hour days, Monday through Friday scheduled between the hours of 0600 and 1800 with the exception of a maximum of one (1) day per week with flexible hours to allow for training periods. Any other forty (40) hour workweek schedule may be implemented that is mutually agreed upon by the Employer and the Union. Day shift personnel shall receive overtime compensation for all hours worked in excess of the maximum hours standard of 106 under the 7(k) exemption or as provided under Article 21 of this contract.
- 18.4.1 Members assigned to the twenty-four (24) hour shift shall report for duty not later than 0800 hrs. unless mutually agreed upon by the Employer and the Union. Two (2) hours shall be set aside daily for Physical Training. Members assigned to a forty (40) hour position shall report for work not earlier than 0600 and not later than 0800 and shall have one (1) hour set aside daily for Physical Training.

ARTICLE 19 PAID LEAVE BUYBACK

- 19.1 The Employer shall be entitled to buy-back Paid leave hours from employees at the straight time rate.
- 1) The Employer shall determine the total amount of Paid Leave to be bought back on a department wide basis.
 - 2) Each employee shall determine the maximum amount of Paid Leave he/she is willing to sell back.
 - 3) Paid Leave buyback shall be on a voluntary basis.
- 19.2 The Union agrees that it will not discourage employees from participating in the Paid Leave buyback program.

ARTICLE 20 WAGES

- 20.1 Effective January 1, 2007 contract wages shall be: as set forth in appendix "B" .
- 20.2 On January 1, 2007, the Sr. Firefighter base pay (100%) shall be \$5722.00 per month as agreed through the comparable process. On January 1, 2008 and 2009 Sr. Firefighter base pay (100%) shall be increased by 100% of the Consumer Price Index Urban Wage Earners and Clerical Workers (CPI-W). For the duration of this agreement and as a starting point for the next agreement the comparables are: Everett, Renton, Kirkland, Kent, Tacoma, Bellevue, Eastside Fire, Redmond, and Shoreline. The established CPI index used will be the CPI-W Seattle/Tacoma,/Bremerton June –June.
- 20.3 Battalion Chief's pay: A differential of forty-one percent (41%) shall be established and maintained over the rates of pay established for the Sr. Firefighter job classification.
- 20.4 Captain's pay: A differential of twenty percent (20%) shall be established and maintained over the rates of pay established for the Sr. Firefighter job classification.
- 20.5 Paramedic pay: A differential of fourteen percent (14%) shall be established and maintained over the rates of pay established for the Sr. Firefighter job classification. Captain Paramedic: A differential of seven percent (7%) when working with a second medic on a unit, and fourteen percent (14%) if working as the single paramedic on the unit, shall be established and maintained over the rates of pay established for the Sr. Firefighter job classification added to the Captains pay.

20.6 Rescue /Haz-Mat pay: A differential of three percent (3%) shall be established and maintained over the rates of pay established for Sr. Firefighter job classification. Battalion Chief rank salary is inclusive of this figure and is not adjusted for specialty.

20.6.1 The ILS (3%) differential shall be paid through 2008. The ILS positions lost shall be added to the Haz-Mat and Rescue Positions.

20.7 Captain MSO at 14% over Captain (job description requires PM certificate).

20.8 Salary pay steps shall be:

37 months & up	Sr.Firefighter	100%
Thru 2008	IV AIRWAY/RES/HM	103%
25 to 36 months	FF/Paramedic 4	109%
	RES/HM	112%
	Firefighter 4	95%
	RES/HM	98%
13 to 24 months	FF/Paramedic 3	104%
	RES/HM	107%
	Firefighter 3	90%
	RES/HM	93%
7 to 12 months	FF/Paramedic 2	99%
	Firefighter 2	85%
0 to 6 months	FF/Paramedic 1	94%
	Firefighter 1	80%

ARTICLE 21 OVERTIME PAY

21.1 Overtime shall be paid for any work authorized or required and performed in excess of the employee's scheduled work hours, including attendance at schools or classes required by the Employer.

21.2 Overtime shall be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay and shall be compensated in increments of fifteen (15) minutes. An employee's regular rate of pay includes the employees' base pay plus incremental pays including but not limited to educational incentive, longevity pay, specialty pays, etc.

21.3 Employees called back to duty after completing required duty times and having left the place of duty shall be compensated for actual time spent but in no event shall such compensation be less than two (2) hours at the overtime rate.

21.4 An employee's hourly overtime compensation rate shall be determined by dividing the employee's total regular annual rate by the number of regularly scheduled annual hours and multiplying by one and one-half (1.5).

ARTICLE 22 LIGHT DUTY

22.1 The Employer may offer transitional/light duty work when an Employee is unable to perform regular duties due to a job related injury or illness, and the Employee is receiving the employer supplement as outlined in RCW 41.04.520, the Employee may perform light duty tasks, subject to the approval of the treating physician.

22.2 The Employer may offer transitional/light duty work when an Employee is unable to perform regular duties due to non job-related injury or illness and appropriate alternative work is available. The Employee may request assignment to light duty tasks. Light duty is subject to the approval of the treating physician. On the first day of the thirteenth week, the Employee shall perform light duty tasks if available, and approved by the treating physician.

22.3 Employees assigned to transitional/light duty shall work a workweek as outlined in Article 18.4. If an alternative workweek is necessary, the Employer and Employee shall confer and agree to the alternative schedule. The limit of time an Employee may be assigned to transitional/light duty shall be determined by the applicable statutes or at the discretion of the Fire Chief.

22.4 LEOFF 1 Employees are not eligible for light duty assignments.

ARTICLE 23 ACTING OUT OF CLASSIFICATION

23.1 An employee who for any reason is required to carry out the duties of a rank above that which he normally holds shall be paid at the next higher rate while so acting.

Acting shall be paid hour for hour.

23.3 Should an acting position occur within a shift, the following procedure would apply:

23.3.1 For vacancies forecast to last 30 calendar days or less, the highest ranking candidate from the current eligibility list for that position, that is assigned to the station and shift where the vacancy occurs, shall be offered the assignment.

- 23.3.2 If there is not a current eligibility list, or if no one assigned to that station is on the list, then the most senior Firefighter from that station shall be assigned provided that such employee possesses the qualifications, ability, and desire to perform the duties for the assigned position. If no one qualifies or desires to act, the highest ranking candidate from the shift will be assigned.
- 23.3.3 Vacancies forecast to last 31 calendar days or more shall be filled by the highest ranking employee from the current eligibility list that is on the shift from which the vacancy occurs.
- 23.3.4 If there is not a current eligibility list then the most senior Firefighter from the shift shall be assigned provided that such employee possesses the qualifications, ability, and desire to perform the duties for the assigned position.
- 23.3.5 Should the eligibility list expire while a long term (31+ days) acting position exists then the current actor shall remain in the position until a new eligibility list is established at which time 23.3.3 shall apply.
- 23.3.6 Should a promotional list for Battalion Chief exist, the highest ranking candidate on the list and from the shift shall fill the vacancy. If a promotional list does not exist the position of Battalion Chief shall be filled by the most senior Captain on the shift, provided he/she has the desire and qualifications..

ARTICLE 24 EDUCATIONAL INCENTIVES

- 24.1 Employees shall be paid 0.0005 of the Top Firefighter base salary rate for each credit earned toward a degree in Fire Command/Administration, EMS, or related field.
- 24.2 To be eligible for educational incentive pay, an employee must have an Associates Degree Transcript Review showing the requirements needed to complete a Fire Command/Administration, EMS, or related degree. The sum of the credit hours needed will be subtracted from the ninety (90) credits required and the remainder will be used to compute incentive pay. The employee will be eligible for educational incentive pay in accordance with the following condition:
- 1) A minimum of forty-five (45) credits have been completed toward a Fire Command/Administration, EMS, or related Associate Degree.
- 24.3 Educational incentive pay shall not be paid for more than ninety (90) credits.
- 24.4 The Employer shall pay tuition and necessary books for all courses leading to the Associates Degree in Fire Command/Administration, EMS, or related fields. Effective January 1, 2007 the Employer shall pay tuition for employees working towards a Bachelor's Degree in Fire Command/Administration, EMS or job related fields. Courses

must be pre approved through the Fire Chief and/or his/her designee prior to registration. Reimbursement shall occur upon successful completion of the approved course(s). (Exception : Prepayment for tuition may occur for Learning Partnership Institutions contracted with the District.) The employee shall submit proof of successful completion of the approved course(s) and all necessary receipts. A "D" grade shall not be considered as successful completion of the course.

- 24.5 After achievement of the Associates of Arts Degree in Fire Command/Administration, EMS, or related field, the Educational Incentive shall be increased to a total of five percent (5%).

ARTICLE 25 DEFERRED COMPENSATION

- 25.1 The employer agrees to match the employee's contributions to the Department's Deferred Compensation Plan to a maximum of three and one-half percent (3.5%) of the employee's base salary.
- 25.2 The Union and Management agree to explore alternative retirement plans. The retirement plan will be implemented at a time mutually agreed upon between the Union and Employer.

ARTICLE 26 MILEAGE ALLOWANCE

- 26.1 An employee required to use his/her private vehicle during working hours for department business shall be compensated at the rate established by the District 1 Policy or current IRS established rate.
- 26.2 Request for mileage must be reported to the Battalion Chief within one week of occurrence.
- 26.3 Mileage allowance shall be paid semi-annually.

ARTICLE 27 UNIFORMS

- 27.1 The Employer shall provide all uniforms needed by the Employee for work using a Quartermaster system.

- 27.2 All protective gear, including uniform pants, shall meet current Washington State Labor & Industries requirements at the time of issue.
- 27.3 Any items purchased by the District shall remain the property of the District.
- 27.4 Uniforms shall include, work shirts, uniform T-shirts, safety shoes, winter coat, belt, physical fitness T-shirts, physical fitness shorts, sweatshirt, sweatpants, ball cap, class A uniform, and any other items mutually agreed to between the union and management.

ARTICLE 28 LEAVE FOR CIVIL DUTY

- 28.1 The Employer shall grant leave with pay to any employee for the period of time he/she is required to appear before a court, judge, justice, magistrate or coroner, defendant or witness on any incident resulting from his/her normal fire department duties. Employees shall also be granted paid leave (i.e. vacation, shift exchange or compensatory time) to appear in any legal action in which they have been subpoenaed to appear in another party's behalf.
- 28.2 An employee required to be available for jury selection or service shall receive his/her regular daily wage for each day he/she would have worked during such jury participation. Any monies paid to him/her for such jury participation on a duty day, with the exception of per diem or mileage reimbursements, shall be turned over to the Employer. The employee shall be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be assigned to a panel of jurors.

ARTICLE 29 WELLNESS/ FITNESS PROGRAM

- 29.1 Employees shall fully participate and cooperate in the Wellness/ Fitness Program during the duty hour(s) prescribed by the Department.
- 29.2 There will be no disciplinary action taken against anyone who fully participates and cooperates in the Program; however, anyone who shows unwillingness to participate shall be subject to discipline.
- 29.3 It is understood that the physical fitness program outlined in article 29.1 will be based on the current IAFF/IAFC Wellness/Fitness Initiative.
- 29.4 Each Employee shall be required to have an annual physical. The Employer will offer a fully paid physical with the department's practitioner. The employee retains the right to choose a practitioner of his/her choice. The suggested protocol will be provided to the

employee to give to private practitioner. If choosing a private practitioner, the before mentioned protocol cost shall be submitted to the employee's insurance coverage. Any of the unpaid balance of the medical protocol will be will be paid for by the district. If the private practitioner chooses to perform other testing based upon their professional judgment for the purpose of caring for the patient, those tests should be considered as part of the normal patient care-not for surveillance purposes-and billed accordingly.

Any medical exams, evaluations, tests or procedures associated with the Wellness/Fitness Program that require administration, evaluation, or review by a Physician, Licensed Health Care Professional, or his/her designee and are not specifically required by Federal or State regulation are for the Employee's information exclusively. The only information that the district will receive is that the IAFF/IAFC evaluation was completed.

- 29.5 It is understood that the Medical Guidelines outlined in article 29.4 will be based on the current IAFF/IAFC Wellness/Fitness Initiative.

ARTICLE 30 MANAGEMENT RIGHTS

- 30.1 Subject to the provisions of this Agreement, the Union recognizes the prerogative of the Employer to operate and manage it's affairs in all respects in accordance with applicable laws. The powers or authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.
- 30.2 The direction of it's working force and operations are vested exclusively in the Employer. This shall include, but not be limited to, the right to:
- a) direct employees;
 - b) hire, promote, transfer, assign, retain and lay off employees;
 - c) suspend, demote, or discharge employees;
 - d) maintain the efficiency of the operation entrusted to the Employer; and
 - e) determine the manner in which such operations are to be conducted.
- 30.3 The Employer reserves the right to contract for goods and services provided such contracts do not result in the elimination of bargaining unit positions or alter the terms of this Agreement.

ARTICLE 31 PREVAILING RIGHTS

- 31.1 Prevailing rights shall be those practices or privileges that have been established through a continually recurring practice known by both the Employer and Union.

ARTICLE 32 SAVINGS CLAUSE

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

ARTICLE 33 SAFETY

33.1 A joint safety committee shall be established and operated as per State, Local, and Federal regulations. The safety committee shall be composed of not more than 6 members, of which 2 will represent the Union.

33.2 The committee shall make its findings and recommendations to the Fire Chief or his designee. The Fire Chief shall be the responsible authority for any action.

33.3 All protective clothing or protective devices required of Employees in the performance of their duties shall be furnished to the Employee by the Employer and shall meet all applicable safety standards.

ARTICLE 34 PERFORMANCE OF DUTY

34.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all services, and to this end, pledge their best efforts to avoid or eliminate any conduct contrary to the objective. The Union shall not cause or condone, and the employees shall not engage in any work stoppage, strike, or slowdown, mass resignations or absenteeism or other interference with Employer functions and should the same occur, the Union agrees to take appropriate steps to end such interference. Should any job action occur within the geographic jurisdiction of the Employer, employees may be required to cross an established picket line to perform emergency or non-emergency activities. The Employer agrees to meet at the Union's request to establish temporary procedures for emergency and non-emergency activities.

ARTICLE 35 RESERVE FORCES

- 35.1 Employees who are members of military reserve units will be granted time off with full benefits for active duty training up to a maximum of fifteen (15) shifts per year.
- 35.2 An employee who is a bona fide member of a civic group may, at the Chief's discretion, be granted time off to attend mission functions. Said time off shall be debited from the employee's vacation and/or holiday totals.

ARTICLE 36 SUCCESSOR CLAUSE

- 36.1 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by consolidation, merger, annexation, transfer or assignment or either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 37 ANNEXATION LAYOFF/ JOB TRANSFER

- 37.1 Should any city or other governmental organization under contract to Fire District 1 withdraw its contract within the life of this contract, then only the employees brought into the Union under said contract shall be affected if contract is withdrawn within the life of this contract, then Article 39 shall apply.

ARTICLE 38 EMPLOYEES OF MERGED OR CONTRACTED ORGANIZATIONS

- 38.1 Any I.A.F.F. member of a merging Fire department or a contracting organization's Fire department shall enter this Fire department and union with complete seniority and rank intact.
- 38.2 No additional probationary periods or testing shall be required to meet 38.1 above by any IAFF member of a merging Fire Department or a contracting organization's Fire department on probation with said department.

ARTICLE 39 STATION REALIGNMENT

- 39.1 The realignment of Fire Station boundaries including the closing of excess or under utilized fire stations that may result from the positive growth of this Fire Department through mergers, consolidations, incorporations or contracts shall not result in demotion or layoff of any employee.
- 39.2 Any reduction in force indicated by the activities outlined in 39.1 above shall be realized through attrition.

ARTICLE 40 JOB DESCRIPTIONS AND WORK ASSIGNMENTS

- 40.1 The Union agrees that its members shall comply with their existing job descriptions. Where changes in the job descriptions constitute mandatory subjects of bargaining, the Employer and the Union shall bargain prior to implementation.
- 40.2 Employees shall be assigned work which is consistent with recognized appropriate work for professional firefighters and be provided with adequate training which will assist them in completing their assignments.

ARTICLE 41 LONGEVITY PAY

- 41.1 Longevity shall be administered using the following formula, and is to be added to the Employee's monthly salary.

After 5 years of services	2% of Sr. firefighter
After 10 years of services	4% of Sr. firefighter
After 15 years of services	6% of Sr. firefighter
After 20 years of services	8% of Sr. firefighter
After 25 years of services	10% of Sr. firefighter
After 30 years of services	12% of Sr. firefighter

ARTICLE 42 MEDICAL REIMBURSEMENT TRUST

- 42.1 The District shall make monthly contributions on a pre-tax basis from the employees' base salary of each employee to the Washington State Council of Fire Fighters Employee Benefit Trust. This trust shall remain separate and apart from the Districts retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement. The contribution rate to the WSCFF Trust shall be deducted from the employee's paycheck on a pretax basis at a rate of \$75/month. These contributions shall be included as salary for purpose of calculating retirement benefits. The \$75/month contribution shall not count toward the cost-to-comp.
- 42.2 If an employee uses 72 hours or less of sick leave in one calendar year (40 hrs of sick leave use for employees outlined in Article 18.4) the employer will pay the employees' contribution to the WSCFF Trust the following calendar year. Duty related lost time will not count, nor will time off that qualifies for FMLA status.
- 42.3 Employees may be able to use vacation or holiday time instead of sick leave if they have a doctor's note for the day they were sick or injured.

ARTICLE 43 TERM OF AGREEMENT

- 43.1 This Agreement shall be effective as of January 1, 2007 and shall remain in full force and effect until December 31, 2009.