



Local 2878

LABOR AGREEMENT

Entered into between

KING COUNTY FIRE DISTRICT 10

AND

BATTALION CHIEFS

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS
LOCAL 2878**

JANUARY 1, 2008 THROUGH DECEMBER 31, 2009

TABLE OF CONTENTS

Article 1	Recognition and Bargaining Unit	Page 1
Article 2	Union Security	Page 1
Article 3	Management Rights	Page 2
Article 4	Equal Employment Opportunity	Page 3
Article 5	Hours of Duty	Page 3-4
Article 6	Overtime, Call Back	Page 4
Article 7	Staffing	Page 5
Article 8	Education Incentive	Page 5
Article 9	Wages and Deferred Compensation	Page 5-6
Article 10	Union Payroll Deductions	Page 6
Article 11	Longevity	Page 6-7
Article 12	Mileage Allowance	Page 7
Article 13	Clothing and Care	Page 7
Article 14	Insurance Benefits	Page 8-10
Article 15	Tobacco Use	Page 11
Article 16	Vacation	Page 10-12
Article 17	Holidays	Page 12
Article 18	Sick Leave	Page 12-14
Article 19	Bereavement Leave	Page 14-15
Article 20	Work Stoppage	Page 15
Article 21	Union Business	Page 15-16
Article 22	Safety	Page 16
Article 23	Demotion, Discipline, and Discharge	Page 16-17
Article 24	Employer Actions	Page 17
Article 25	Grievance Procedure	Page 17-20
Article 26	Reduction in Force	Page 20-21
Article 27	Labor/Management Committee	Page 21
Article 28	Savings Clause	Page 21-22
Article 29	Personnel Files	Page 22-23
Article 30	Court Leave and Jury Duty	Page 23
Article 31	Shift Trade	Page 23-25
Article 32	Promotional Standards	Page 25-26
Article 33	(reserved for future article)	
Article 34	Contractual, Mergers, and Consolidations	Page 26
Article 35	Military Leave	Page 26-27
Article 36	(reserved for future article)	
Article 37	Post Retirement Medical	Page 27
Article 38	Mobilization	Page 28
Article 39	Duration and Complete Agreement	Page 29

PREAMBLE

This Agreement is entered into by and between King County Fire District 10, hereinafter referred to as the "Employer," and International Association of Firefighters, Local 2878, hereinafter referred to as the "Union."

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

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

ARTICLE 1
RECOGNITION AND BARGAINING UNIT

- 1.1 The Employer recognizes the Union as the exclusive representative of the full-time Battalion Chiefs employed by King County Fire Protection District 10.
- 1.2 Upon establishment of any new classification, and when the Union and the Employer cannot mutually agree if that position should be included within the bargaining unit, then either party may request a unit clarification from the Public Employment Relations Commission.

ARTICLE 2
UNION SECURITY

2.1 Condition of Employment

It shall be a condition of employment that all employees covered by this Agreement, who are members of the Union, shall remain members in good standing. All new employees shall become and remain members in good standing within thirty (30) calendar days after the effective date of this Agreement or thirty (30) calendar days after date of commencement of employment, whichever is later. Those employees failing to comply, shall be discharged within thirty (30) days after the Employer is notified by the Union, in writing, of an employee's non-compliance; provided, however, that the above requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer by the Employee to pay the regular initiation fee and regular dues uniformly required by the Union of its members.

2.2 Employees Non-Association Rights

Employees' right of non-association because of bonafide religious tenets or teachings of a church or other religious body of which such Employee is a member shall be protected by RCW 41.56.122.

- 2.2.1 It shall be a condition of employment that such employee make payments, as set forth in RCW 41.56.122, to a non-religious charity, with proof of such being forwarded to the Treasurer of the Local at the end of each calendar month. Such payment to charity shall be reduced by an administrative fee to the Union for contract administration and other normal business expenses.

- 2.3 Those employees failing to comply shall be discharged within thirty (30) days after the Employer receives written notification of same from the Union, subject to final determination pursuant to any grievance arbitration, administrative proceeding, or civil action challenging the application or interpretation of this section.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 The Union recognizes that the Employer has the obligation of serving the public with the highest quality of fire protection and emergency services efficiently and economically. The management of the District and the direction of the work force are vested exclusively in the District subject to terms of this Agreement.

3.2 Administrative Rights

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

3.3 Department Operations

Except where limited by an express provision of this Agreement, the Employer reserves the right to manage and operate the Fire District at its discretion. Examples of such rights include the right:

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

3.4 Emergency Management Rights

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

ARTICLE 4 EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 5 HOURS OF DUTY

- 5.1 Twenty four (24) hour shift (0800 to 0800)

The normal working hours shall be from 0800 to 0800. The work schedule shall be illustrated in the following manner: 48 hours on duty and 96 hours off duty with this cycle repeated.

Each employee assigned to a twenty-four hour shift shall be granted fourteen (14) Kelly Shifts per year for an average annual hour total of 2576. Kelly Shifts shall not be subject to accrual or be banked.

- 5.2 Day Shift

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

- 5.2.1 Employees covered under this section of the Agreement may work a flexible work schedule, with mutual agreement of Employee and employer, such as, but not limited to, four (4) ten (10) hour shifts per week.

- 5.3 Kelly Days

DEFINITION: A continuous twenty-four (24) hour period starting at 0800 and ending at 0800 the following day.

- 5.3.1 In order to reduce the average workweek, the employee is required to take 24 hours of leave within each 27-day FLSA work cycle.

- 5.4 Notice of Shift Change

All employees covered by this Agreement shall receive notice, when possible, fourteen (14) calendar days in advance of a change from one shift to another; such notice shall be in writing. This time limit may be waived at the discretion of the Fire Chief in the case of permanent appointments to a promotional position within the bargaining unit and necessary shift adjustments caused by such appointments.

- 5.5 Other hours of work changes may be made by mutual agreement between the Employee and the employee's supervisor with final approval of the Chief or the Chief's designee.

ARTICLE 6 OVERTIME, CALL BACK

- 6.1 Overtime shall be defined as any hours or portion of hours worked beyond an employee's normally scheduled work hours.
- 6.2 Overtime shall be compensated at one and one-half (1 1/2) times the employee's hourly rate as defined in Article 9.
- 6.3 In the event that overtime is the beginning of, or the extension of an employee's shift, overtime shall be computed to the next half hour (e.g. 1-30 minutes = 1/2 hour of overtime, 31-60 minutes = 1 hour of overtime). Provided that, for authorized overtime that is discretionary with the employee, overtime shall be computed in 15-minute increments.
- 6.4 In the event overtime is not the extension of or the beginning of employees shift and the Employer needs to call the employee in to work outside their normal work schedule, a minimum of two (2) hours of overtime shall be paid to the Employee. After the two (2) hours, overtime shall be paid in increments as defined in Section 6.3 by the employer. The two-hour minimum provisions shall not apply to overtime work that is discretionary with the employee.
- 6.5 An Employee shall be entitled to overtime pay when they are off shift and are required to attend a special meeting or training.

ARTICLE 7

STAFFING

- 7.1 As a general rule, a Battalion Chief, or person acting in that capacity who is a member of the Local, shall be assigned to each shift. However, this provision shall not require the Employer to have a Battalion Chief, or Acting Battalion Chief, ready and able to response to incidents at all times.
- 7.2 An Acting Battalion Chief shall be a bargaining unit member holding the rank of Captain or higher.
- 7.3 The Union and Employer agree to sit down annually and discuss workload issues.

ARTICLE 8 EDUCATION INCENTIVE

- 8.1 The Employer shall pay a monthly premium equivalent to \$150.00 per month for an AA degree beginning the first month following completion of an accredited program awarding an Associate Degree in the field of Fire Science: such as Fire Technology, Fire Command/Administration, Fire Prevention Technology or other education that is approved by the employer.
- 8.2 On-Duty Educational Attendance

When staffing allows, employees shall be allowed to attend approved educational classes, seminars and/or schools that are job related or part of approved degree programs, without being charged personal leave or vacation.
- 8.3 Tuition Incentive: - Tuition incentive for Employer approved college or university coursework shall be expended up to a maximum annual allowable reimbursement pool of \$3600. Such annual reimbursement funds shall be shared by members of the bargaining unit for coursework successfully completed pursuant to 8.4. Details of allocation and administration shall be pursuant to Employer's continuing education policy as it currently exists or is hereafter amended.
- 8.4 An "accredited" program awarding an A.A. degree or higher shall be accredited by the Northwest Commission on Colleges and Universities (NWCCU) or equivalent.

ARTICLE 9 WAGES AND DEFERRED COMPENSATION

9.1 The Battalion Chiefs wage shall be 138% of First Class Firefighter Wage. The probationary Battalion Chief shall be 135% of First Class Firefighter wage.

9.2 Adjustments to salary shall be established prior to January 31 of each year and any necessary adjustments will be made retroactive back to January 1 of that year.

Hourly wages shall be calculated by dividing the annual salary by 2576 hours.

9.3 Deferred Compensation

Employer agrees to match the employee's contribution in an amount up to the amount listed below for the appropriate year, per pay period, per employee, in the District's deferred compensation program.

2008	\$112.50	per pay period
2009	\$115.00	per pay period

ARTICLE 10 UNION PAYROLL DEDUCTIONS

10.1 Upon receipt of written authorization individually signed by a bargaining unit member, the Employer shall have deducted from the pay of such Employee, the amount of dues as certified by the Secretary or President of the Union and shall transmit the same to the Treasurer of the Union. Subject to agreement of both parties, the employer agrees to allow the Union to participate in the following other payroll deductions for various contributions for the uniform benefit of the Union members as a whole (i.e. house dues, scholarship, fire pac) so long as there is no cost to the Employer and they do not create undue burden on the Employer.

10.2 The Union will indemnify, defend, and hold the Employer harmless against any claims made, and against any suit instituted against the Employer, on account of any check-off of dues for the Union, payroll deductions, or lawful actions taken by the Employer in the enforcement of the provisions of Article 2 (Union Security). The Union agrees to refund to the Employer any amount paid to it in error or on account of the check-off provisions upon presentation of proper evidence thereof.

10.3 The employer agrees to allow LEOFF II employees a payroll deduction to pay 100% of the premiums for a disability policy for all LEOFF II employees covered by this agreement.

ARTICLE 11 LONGEVITY

- 11.1 Longevity pay for calendar year 2008 shall be added to the base salary for the employee who has completed the following schedule of years of service as full-time employee of the District:

Completion of 15 years of Service	\$425 per month
Completion of 20 years of Service	\$515 per month
Completion of 25 years of Service	\$595 per month

- 11.2 For the year 2009, the amount shall be adjusted to the following:

Completion of 15 years of Service	\$435 per month
Completion of 20 years of Service	\$525 per month
Completion of 25 years of Service	\$605 per month

ARTICLE 12 MILEAGE ALLOWANCE

- 12.1 Employees, when required by the Employer to use their private vehicles on District business, required job related training, instruction, travel between stations on duty or any other situation covered under this article, shall be compensated.
- 12.2 When an employee is required to use their private vehicle for approved job related training that occurs outside of the district boundaries, mileage shall be computed from 175 Newport Way NW, Issaquah, WA. to the training site and back.
- 12.3 Mileage shall be paid to the employee, based on the current IRS mileage reimbursement rate.

ARTICLE 13 CLOTHING AND CARE

- 13.1 The Employer shall provide clothing in the form of Uniforms, Station Wear, and Protective Clothing as described in this contract.
- 13.2 The Employer shall provide laundering facilities for routine cleaning of clothing as provided for in this contract; some contaminated items may require special cleaning which will be provided.
- 13.3 Uniforms and protective clothing shall be provided as described in Department policy. Such items shall be replaced at no cost to the employee, subject to a fair wear and tear policy.

ARTICLE 14 INSURANCE BENEFITS

14.1 Medical and Dental Benefit

The Employer agrees to pay the premium cost for medical and dental group plans mutually agreed upon by the Union and the Employer for medical and dental coverage for all employees and their dependents, including domestic partner as follows:

Medical Insurance:

14.1.1 KPS PPO – 1 Plan: District pays 100% of the premiums.

The employee shall pay any costs which exceed 13% over the previous year premium costs.

14.1.2 Group Health: Employees choosing Group Health shall pay any premium in excess of the current year's KPS plan rate.

14.1.3 Dental: The District pays 100% of Washington Dental Plan D Option 3.

14.2 Health Reimbursement Arrangement (HRA)

The Employer shall fund an HRA for each bargaining unit member in an equal dollar amount. The HRA may be used for all IRS allowable expenses, as determined by the Third Party Administrator (TPA), and shall contain the following elements:

14.2.1 As of January 5, of each year, each bargaining unit member shall have \$1,360 (2008), and \$1400 for remaining years, available for IRS allowable expenses with no cap on accumulation.

14.2.2 Individual account funds shall rollover, include a survivorship option and have continued reimbursement rights upon completion of three years of service for members in good standing.

14.2.3 Individuals separating from the Agency shall continue to have access to their HRA balance (until depleted) as provided in 14.2.2. Separation prior to the end of the first quarter of the year 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.

14.3 Medical Insurance Evaluation Committee (MIEC):

The Union and the Employer will establish a joint labor/management committee of equal representation to continue to evaluate healthcare options, pricing and usage, as well as oversee the shared risk fund during the term of the Agreement. The MEIC shall meet at least semi-annually or by mutual agreement and may propose alternative medical plan options using the following criteria:

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

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

14.4 Shared Risk Fund

14.4.1 It is the intent of this fund to be used for items which may arise within the contract year, such as excess increase in medical and dental premiums, catastrophic illness not covered by Plan, and unforeseen needs which were not addressed or known by either party.

14.4.2 Any rebates, refunds, rollovers, and interest shall stay within the fund.

14.4.3 In the event labor and management cannot agree on the use of the funds, the decision shall be made by the Board.

14.4.4 The Shared Risk Fund shall be funded annually at \$12,000.

14.5 The Employer agrees to provide \$400 per calendar year, per employee, toward the purchase of life insurance. Each employee covered under this agreement who qualifies for life insurance shall provide proof of life insurance purchased with a face value of not less than \$50,000.

14.6 The Employer agrees to reimburse the difference between insurance paid prescription drugs and the remaining balance in the amount to total 100% of the prescription drug costs for the employee.

14.7 Employees on a leave of absence without pay, greater than 30 days, other than approved family medical leave under the Employer's family medical leave policy, may maintain current medical and dental benefits, with the entire costs thereof Benefits while on leave without pay or on termination of employment (COBRA) being charged to the employee on such leave. Employees on approved family medical leave, with or without pay, will have their current medical and dental benefits maintained and paid by the employer, to the extent paid prior to the leave. Employees terminating their employment with the District will be entitled to current medical and dental benefits, pursuant to COBRA, provided they duly elect such continuance of coverage and reimburse the employer for all costs associated with the coverage.

14.8 Benefit while on Disability Leave

The Employer will provide employees on disability leave, pursuant to Article 18, the benefit outlined in Section 14.1.1.

**ARTICLE 15
TOBACCO USE**

15.1 The District and the Union agree that the use of tobacco products (cigarettes, cigars, chewing tobacco, etc.) is not compatible with a healthy fire service, reduces work efficiencies, increases health care costs and is contrary to the goals of a comprehensive wellness program.

15.2 All employees shall not use any tobacco product at the District owned property, within or on fire department apparatus or vehicles or at any training function, either inside or outside the District while on duty.

15.3 The Union and the District encourage employees using tobacco to seek appropriate cessation treatment to become tobacco free. In order to assist in the cessation of tobacco products, the District shall pay for one tobacco cessation treatment program (outside of provided health insurance) per employee. The District may provide additional programs if it deems necessary

**ARTICLE 16
VACATION**

16.1 ACCRUAL

Vacation and leave in lieu of holidays shall be authorized to regular, full-time employees based on the following schedules:

Day shift employees:

	<u>Hours</u>	<u>Shifts</u>	<u>Accrual Rate</u>	<u>Maximum Accrual</u>
0 - 1 year	64	8	2.4615	60
2 - 4 years	104	13	4.0000	324
5 - 9 years	144	18	5.5385	396
10 + years	184	23	7.0769	576

Twenty four (24) hour shift employees:

	<u>Hours</u>	<u>Shifts</u>	<u>Accrual Rate</u>	<u>Maximum Accrual</u>
0 - 1 years	144	6	6	0
2 - 4 years	312	13	13	324
5 - 9 years	360	15	15	396
10 -14 years	408	17	17	468
15 -19 years	456	19	19	540
20 + years	480	20	20	576

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

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

16.1.3 Employees may have a greater amount of leave accrued than indicated in 16.1 throughout the year, but must be below the maximum accrual on December 31 of each year. If employees are not authorized to take vacation leave due to circumstances beyond their control, the Chief or the Chief's designee shall authorize the Employee an additional 120 days to use accrued vacation leave in excess of maximum accrual limits without loss of benefit. Accrual that exceeds the maximum authorized by this agreement will be adjusted on January 1 of each year and the affected Employee or employees will be notified.

16.2 Holidays, Vacation and Kelly Days shall be scheduled no later than November 1 of each year. Change of leave shall be approved by the Chief or his/her designee.

16.3 Transfer of Work Shifts

If an Employee is transferred from one shift to another, the vacation leave shall be converted to provide for the same number of calendar days of vacation leave as if the person had not transferred shifts.

ARTICLE 17 HOLIDAYS

17.1 Day Shift Employees

For those employees scheduled to work day shift, the holidays as described in Section 17.1.1 shall be recognized and observed:

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

- 17.1.2 The day before or after Independence Day may be replaced by Veteran's Day at the employee's request.

- 17.2 In lieu of holidays employees shall accrue holiday leave in Article 16 as follows in sections 17.2.2.

- 17.2.1 Day shift employees shall receive one (1) shift personal leave per year. A day shift employee's personal leave or holiday shall be defined as eight (8) hours of paid time off.

- 17.2.2 Twenty-four (24) hour shift employees (6) shifts per year, which is included in the vacation accrual schedule set forth in Section 16.1.

ARTICLE 18 SICK LEAVE

18.1 Non-duty Sick Leave for LEOFF II

All employees shall receive non-duty sick leave for sickness and injuries that are non-duty related pursuant to applicable State Law. Full-time employees shall have a bank of sick leave immediately upon employment and accumulate sick leave at the rate listed below in Section 18.1.1.

18.1.1		First year bank	Accrual rate	Maximum accrual
	8 hour Employee	80 hours	3.333	866
	24 hour Employee	168 hours	7	1216

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

- 1) Personal illness, injury, or incapacity of the Employee to perform his/her duties.
- 2) Enforced quarantine of the Employee by a public health official.
- 3) Up to three (3) shifts a year may be taken for family illness, provided that the three (3) shift limit shall not apply where additional leave is required for care of a child of the Employee who is under the age of eighteen (18), and who has a health condition requiring the employee's treatment or supervision. The family member must be a legal dependent of the Employee.
- 4) May be used for doctor or dental appointments in case of an emergency, or as otherwise approved by the Chief or the Chief's designee.
- 5) May be used as otherwise provided by applicable State Law.

18.3 Duty Related Disability

Employees qualifying for supplemental disability leave, pursuant to applicable State Law, shall be granted adequate on-duty injury sick leave to provide the full benefits provided by such RCW sections for up to six (6) months for each new and separate duty related disability. Employees while on disability leave under RCW 51.32.090, shall accrue sick leave and vacation benefits during the time of disability under this Article.

18.4 Sick Leave Benefit

An Employee who uses no more than three (3) shifts of sick leave or time as described in 18.10 during any one (1) calendar year (January through December) shall be allowed one of the following options:

- 1) One (1) shift of accrued, unused sick leave may be converted one (1) shift of vacation leave to be taken at the discretion of the Employee upon approval of the Chief or the Chief's designee.
- 2) Twenty-four (24) hours of accrued sick leave may be converted to cash payment.

3) The Employee may choose to retain his/her sick leave balance without exercising either option 1 or 2.

Exception:

Employees assigned to eight (8) hour shifts shall receive an equal dollar amount to that of a 24-hour shift employee. The above dollar amount will be divided by the 8-hour employee's hourly rate to determine the reduction of sick leave bonus from his/her bank.

18.5 Light Duty

Employees who are off on duty-related or non duty-related leave may be assigned to light duty by the employer under RCW 51.32.090 if appropriate work is available and the assignment is compatible with any restrictions established by the attending physician. Employees assigned to light duty shall be transferred to an 8 hour shift.

18.6 Transferring Vacation Leave

Employees shall have the ability to transfer vacation leave from their accrued vacation to another employee's sick leave bank by the agreement of both employees.

18.7 Transfer of Work Shifts

If an Employee is transferred from one shift to another, the sick leave shall be converted to provide for the same number of calendar days of sick leave as if the person had not transferred shift.

ARTICLE 19 BEREAVEMENT LEAVE

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

19.1.1 Prior Approval

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

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

19.2 Additional Leave

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

19.3 Family Members Identified

The immediate family shall be defined as spouse, domestic partner (which shall include all in-laws same as spouse), children, (including stepchildren), grandchildren (including step grandchildren), mother, father (including stepparents), brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law or grandparents.

ARTICLE 20 WORK STOPPAGE

- 20.1 The Union agrees that there shall be no strikes, slowdowns, stoppage of work, or other organized disruptions of fire department operations. The Employer agrees there shall be no lockout of the employees.

ARTICLE 21 UNION BUSINESS

- 21.1 The Employer shall furnish space for Union bulletin boards for each station that an Employee is assigned to. Said boards are to be used exclusively for Union related material. Said boards are to be a maximum of three (3) feet by four (4) feet and of a design that is mutually agreed upon by both the Employer and the Union.
- 21.2 The Employer shall allow the use of District facilities for Union meetings and related business.
- 21.3 The Employer shall afford Union representatives a reasonable amount of time while on non-emergency duty to consult with appropriate management officials and/or aggrieved employees, provided that the Union representatives and/or aggrieved employees contact the Chief or the Chief's designee to indicate the general nature of the business to be conducted, and request necessary time without undue interference with assigned duties. Union representatives and employees shall guard against excessive time in handling such responsibilities.
- 21.4 An Employee elected or appointed to an office of the local union which requires use of normally scheduled hours, shall be granted no more than ten (10) working days per calendar year, collectively, of leave without pay or may use accrued vacation hours and/or shift exchanges to attend conferences, conventions or

seminars. The Employer will not be required to allow more than one (1) employee off per shift for this purpose.

In addition, time off shall only be granted if the Chief or the Chief's designee is given adequate notice and the absence can be scheduled so that either scheduled vacations and the operations of the district will not be adversely affected. The necessary staffing level is solely a determination of the Chief or the Chief's designee.

- 21.5 Up to three (3) members of the Union's negotiating team shall be allowed time off with full pay for all meetings between the Union and the District for the purpose of negotiating the terms of the contract, when such meetings take place at a time during which such members are on duty. This should be cost-neutral to the employer.
- 21.6 Up to two (2) members or designees of the Union's grievance committee shall be allowed time off with full pay while attending a grievance hearing between the Employer and Union, when such meetings take place at a time where such members are on duty. Costs incurred by the grievance committee attending the grievance committee hearing shall be split equally between the employer and union.

ARTICLE 22 SAFETY

- 22.1 The Employer and employees shall comply with RCW 49.17, WISHA, WAC 296-305, and all other applicable state and federal safety laws. The District shall not require an employee to work in conditions, which do not comply therewith. Conditions of work, which are felt to be in violation of these rules, shall be reported to the supervisor as per WAC 296-305-0511.
- 22.2 There shall be a minimum of two (2) representatives from IAFF 2878 to serve on the District safety committee. These representatives shall be compensated and allowed to attend department safety meetings and department safety hearings.

ARTICLE 23 DEMOTION, DISCIPLINE, AND DISCHARGE

- 23.1 Cause
No Employee shall be demoted, disciplined, or discharged without just cause, subject to section 23.3 (New Employees).

23.2 Promoted Employees

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

23.3 New Employees

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

23.4 Representation

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

23.5 Appeal

An Employee who believes they have been unjustly disciplined shall be entitled to the grievance process.

ARTICLE 24 EMPLOYER ACTIONS

24.1 In the event the Employer implements any changes in benefits, privileges, or working conditions that have been established by the Employer and not otherwise provided by this Agreement and which benefits, privileges or working conditions are mandatory subjects for bargaining, the Union may challenge such through the procedure established by RCW 41.56.

24.2 Provided the employer can show legal justification for making such change, the arbitrator may not affect or alter the Employer's action.

24.3 The parties agree that the use of the procedure herein shall be the final and binding resolution of the matter unless the parties agree to negotiate further.

24.4 It is understood that benefits and privileges given specifically by this agreement will supersede benefits and privileges of the same nature extended prior to this agreement.

ARTICLE 25 GRIEVANCE PROCEDURE

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

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

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

Definitions:

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

Grievance Review - shall consist of a member of the labor group appointed to review the grievance for its merit and represent members in the grievance process.

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

Mediation - shall mean a process to settle a grievance that require a neutral third party to facilitate a process whereby both parties of the dispute can attempt to work on a mutually satisfying solution of the complaint. The mediator shall follow the rules as set forth in the American Arbitration Association Employment Dispute Resolution Rules.

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

Chief - shall mean the Fire Chief or the Chief's designee.

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

Working Days - For the purpose of this article shall mean Monday through Friday. Holidays shall not be counted as working days.

Receipt - When either party delivers correspondence either in person or electronically to the specified designee.

Step 0: Pre Grievance Step:

If a dispute arises out of or relates to this contract, or breach thereof and prior to filing a grievance, the dispute shall be first facilitated by the Union with the Supervisor, or in the extended absence, the Chief. The parties agree to try in good faith to settle the dispute by facilitation Step 1. If no settlement is reached, proceed to Step 1.

Step 1: Grievance Review

The grievant shall submit in writing to the Union all relevant facts involving the alleged grievance along with the remedy sought. The Union, upon receiving the written and signed statement from the employee, shall determine if the grievance exists. If in the Union's opinion, no grievance

exists, no further action will be taken. If the grievance has merit, then the grievance shall proceed to Step 2. The Union retains the right to formulate a grievance on their own.

Step 2: Investigation

A written notice of a Grievance shall be presented to the Chief within twenty (20) working days from the knowledge of the occurrence of such Grievance.

The Chief shall assign an investigator who shall gain all relevant facts and conduct an investigation. The Chief will notify the Union representative of the investigators findings and provide a written decision within twenty (20) working days after the day the Grievance was presented to the Chief. If the Grievance is not pursued to Step 3 within twenty (20) working days of the receipt of the decision, it shall be deemed resolved.

Step 3: Appeal to Fire Chief

The Union representative shall place in writing the grievance, remedy sought and investigation findings conducted by the investigator, outlining the facts as they are understood and present it to the Chief along with any documents relevant to the Grievance for further investigation, discussion and written reply.

The Chief shall make a written decision available to the Union representative within ten (10) working days from receipt of the Grievance. If the grievance is not pursued to Step 4 within twenty (20) working days from the receipt of the Chief's decision, it shall be deemed resolved.

Step 4: Mediation

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

Appointment of a mediator – A single mediator shall be chosen. A list of three impartial mediators shall be presented by each side from individuals outside the organization. The process to select the mediator shall be by mutual agreement by both parties from the list submitted by both parties. If the parties cannot agree to the appointment of a neutral mediator, the parties shall request a list of nine (9) mediators from the American Arbitration Association (A.A.A.). Within seven (7) working days following receipt of the list from A.A.A, the parties shall meet to select a mediator. If the Union and the employer cannot mutually agree upon a mediator then the Union and the employer shall take turns in striking names from the list until one remains. A coin toss shall determine who goes first. OR Union and Employer may mutually agree to use PERC.

The mediator and parties shall adhere to the guidelines as published by the American Arbitration Association Employment Dispute Resolution Rules or PERC rules as applicable.

If both sides still cannot agree after mediation, the Union may proceed to Step 5, within twenty (20) working days.

Step 5: Arbitration

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

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

If the Union and employer are unable to select an arbitrator by this method, the Union shall petition either the American Arbitration Association (A.A.A.) or PERC for a list of impartial arbitrators. Within seven (7) working days following receipt of the list from either PERC or A.A.A, the parties shall meet to select an arbitrator. If the Union and the employer cannot mutually agree upon an arbitrator then the Union and the employer shall take turns in striking names from the list until one remains. A coin toss shall determine who goes first. OR Union and Employer may mutually agree to use PERC.

The arbitrator and parties shall adhere to the guidelines as published by the American Arbitration Association, Labor Arbitration Rules or PERC rules as applicable.

Expenses

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

ARTICLE 26 REDUCTION IN FORCE

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

26.2 Procedure:

26.2.1 Layoff shall be conducted by seniority within classification; the employee with the least time in classification shall be laid off first.

26.2.2 A laid off employee may bump a less senior employee in a lower paid classification within the union membership.

26.2.3 The affected employee, the Union, and all employees subject to possible bumping shall be notified no less than ninety (90) days in advance of any personnel reduction. The employee shall notify the Chief or the Chiefs designee in writing within five (5) working days of the employee's intent to exercise the right to bump an employee in a lower class.

26.3 Recall:

26.3.1 An Employee shall have recall rights to his same classification, or a lower classification for which the Employee is qualified to do the job, within three (3) years of the date of layoff. Recall shall be in reverse order of layoff. All employees recalled after 180 days of original layoff date shall be required to meet the standard medical physical and management level psychological and annual fit for duty test.

26.3.2 Laid off employees shall maintain a current address with the Employer for purposes of recall notification. Failure of receipt of notification due to failure to maintain a current address with the Employer shall release the Employer from its obligation to recall the Employee. Such failure shall be evidenced by failure to respond to the letter of notice, to be sent by registered mail, return receipt requested, within ten (10) business working days of first notice by the Post Office.

ARTICLE 27 LABOR/MANAGEMENT COMMITTEE

27.1 Members of Committee

There shall be a labor/management committee composed of up to three (3) management representatives and up to three (3) members of the local appointed by the Union. The labor/management committee shall meet at least quarterly.

27.2 Committee Authority

It shall be understood that the committee shall function in a representative capacity. The committee shall deal with matters of general concern and contract clarification as opposed to individual complaints of employees. Either party may request a meeting of the labor/management committee. The initiating party shall submit a proposed agenda to the other party.

ARTICLE 28 SAVINGS CLAUSE

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

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

- 28.2 In this event, the parties shall meet as soon as possible to agree on a substitute provision.

ARTICLE 29 PERSONNEL FILES

- 29.1 Subject to state and federal law, the Employer agrees that the contents of the employee's personnel file shall be kept confidential and shall restrict the use of any information contained in the file to internal use in the district, unless otherwise agreed to by the employee.
- 29.2 Employees shall be allowed to view, in its entirety, their personnel files by appointment with the Employer at a mutually convenient time. The employee shall also be allowed to copy, in whole or in part, any information contained in their file on an annual basis.
- 29.3 The employees shall have the right to allow members of the Union executive board, or their designee, to view their file on their behalf. The employee shall be required to submit a release form to the person responsible for maintaining personnel files.
- 29.4 Employees shall be allowed to enter into their file comments or information that reasonably rebut or clarify information in the file relating to reprimands, demotion, discipline, or investigations.
- 29.5 Any information relating to commendations, discipline, or demotions shall have a pull date assigned to the document prior to filing. Commendations shall have a pull date not to exceed three years with the exception of those of valor, which remain in the file permanently. Letters of discipline without penalties shall have a pull date of 12 months. Discipline, with penalties that may include time off without pay for up to three shifts, shall have a pull date of three years. Discipline, that includes time off without pay that exceeds three shifts, or demotions, shall have a pull date of seven years. All pull dates shall commence from date of alleged violation.
- 29.6 Employee may submit a request to the person responsible for maintaining files that there is information (including investigations that may be attached to discipline) in their file that is beyond the pull date. After receiving their request, the originals and any copies of all information related to the event or occurrence or activity, including the request to pull, shall be pulled from the employee's file and returned to the Employee in its entirety within ten (10) working days of the Employer's receipt of the request and the approval process completed, unless

the Employee is currently under investigation, in which case the file is locked/frozen, pending the completion of the enhancement process.

- 29.7 Nothing contained in this article shall restrict the employees the right to use the grievance process, or the Union's statutory right to receive information necessary and relevant to its collective bargaining responsibilities and duties.

ARTICLE 30 COURT LEAVE AND JURY DUTY

- 30.1 The Employer agrees to pay employees for the period of time, including driving time for which they are required to appear before a court, judge, justice, magistrate, attorney, inquest, or other function of the court as a plaintiff, defendant, or witness as a result of an incident that occurred during the performance of their duties. If the said time period falls during the employee's normal work period, the Employee shall be compensated as if they had worked these hours. If the Employee is not scheduled to work during the said period or is on any type of leave, the Employee shall be compensated at the overtime rate of pay subject to minimum hours of overtime as defined in Article 6.
- 30.2 Employees required to serve on the jury of a federal, state, or municipal court, will be allowed up to two (2) weeks paid leave for such jury duty. Service as a juror beyond two (2) weeks will be on a basis of unpaid leave. Employees who are subpoenaed to appear in court as a witness, or as a party to an action, not involving District business, will be allowed unpaid leave for which the employee may substitute accrued vacation leave. Employees upon receiving notification to report to serve on jury duty or when subpoenaed, must immediately notify their supervisor.
- 30.3 Employees who serve on jury duty will receive their regular rate of pay for up to two (2) weeks provided they submit to the Employer any compensation received for such duty. Paid leave from Employer for jury duty will not include driving time or mileage. Compensation received by employees as specific reimbursement for travel expenses by a court will be refunded to employees by the Employer, if such compensation was included in the compensation submitted to the employer.
- 30.4 Employees who are excused from court or jury duty during the hours that they are regularly scheduled to work must notify their supervisor immediately and may be required to report to work if, the circumstances are reasonable.

ARTICLE 31 SHIFT TRADE

- 31.1 Employees of rank of Captain and above shall have the option to trade shifts or portions of Battalion Chief shifts. Shift trades are an agreement between employees done on a voluntary basis. The Employee participating in a shift trade shall be entitled to all benefits afforded to on duty employees.
- 31.1.1 Shift trades are intended to incur no cost to the Department.
- 31.1.2 Shift trade hours shall not constitute hours for the purposes of calculating FLSA.
- 31.1.3 The Employer shall have no obligation to keep records of shift trades.
- 31.1.4 The employees, with the concurrence of the Chief's designee, shall be responsible for arranging and carrying out a shift trade.
- 31.2 All shift trade documentation, with appropriate signatures, shall be completed before the trade using the agreed upon form or electronic process. The Chief's designee shall approve such shift trades.
- 31.2.1 Once the shift trade documentation or electronic process is completed and approved by the Chief's designee, the shift then becomes the responsibility of the employee accepting the trade.
- 31.2.2 An Employee who agrees to a shift trade and subsequently fails to complete the trade shall be held responsible for the hours agreed to, as follows:
- An Employee who fails to report for an agreed upon shift trade shall be charged the equivalent incurred cost of the Department for replacement out of their vacation bank in hours (i.e. overtime replacement 24 hours equates to 36 hours vacation) at a rate of 1 1/2 hours for each hour not worked. If no overtime is incurred, then the employee will be charged vacation leave at the regular rate.
- 31.3 An employee who calls in sick prior to an agreed upon shift trade shall be charged the equivalent incurred cost of the Department for replacement out of their sick leave bank of hours (i.e. overtime replacement 24 hours equates to 36 hours sick leave) at a rate of 1 1/2 hours for each hour not worked. If no overtime is incurred, then the employee will be charged sick leave at the regular rate. An employee without sufficient sick leave to cover the equivalent cost shall have the commensurate hours taken from their vacation bank.
- 31.4 A trade shall be cancelled if the employee responsible to cover the trade has a disability or approved FMLA leave, is unable to cover the trade and the scheduled trade is greater than 30 days in the future. The employee responsible may find another employee to work the trade using the agreed upon process.
- 31.5 An employee responsible to cover a shift trade that is out on a disability or approved FMLA less than 30 days prior to the agreed upon trade and is unable

to complete the trade, shall maintain the option to cover the agreed upon trade with another trade or be charged the equivalent cost out of vacation bank hours.

- 31.6 If an employee becomes sick or disabled while in the performance of a shift trade obligation and leaves work, sick leave will be charged to that individual as described in Article 18 – Sick Leave.
- 31.7 Shift trades during bereavement leave will be counted as shifts off as outlined in Article 19 of this agreement.
- 31.8 Employees shall be allowed to relieve another employee prior to the end or the beginning of the shift without having to fill out shift trade paperwork as outlined in Policy 2408.

ARTICLE 32 PROMOTIONAL STANDARDS

- 32.1 All promotions within the Battalion Chiefs bargaining unit shall be made solely on merit, efficiency, educational requirements and fitness ascertained by open competitive examination among bargaining unit personnel. Examinations shall fairly, objectively and comprehensively test for qualifications for the position. A description of the topics to be covered by each examination shall be discussed with and provided to the Union and posted not less than 60 days prior to the examination.
- 32.2 Examinations shall be conducted by the assessment center method utilizing the following topics: Employee Challenge, Citizen Challenge, Tactical Challenge and a Spot Topic presentation. The Union may designate an observer, at no cost to the district, to attend the assessment center. The observer shall be equal or greater rank than that of the position being tested. The administrator shall have the responsibility for assuring that the observer does not disrupt the examination process. For each examination, the examiner shall be obligated to ensure that the examination is impartially administered.
- 32.3 A promotional list shall be valid for one year, unless mutually agreed upon in advance. If there are insufficient numbers of candidates, or in the event that the internal candidates fail the process, Labor and Management shall meet to consider allowing others (including non-District employees) to test for the position.
- 32.4 The anticipated number of vacancies to be filled shall be agreed upon by the Employer and the Union prior to the examination. In the event two or more candidates have identical scores, the candidate with the greatest seniority shall be deemed highest scoring. Promoted employees will be placed in the vacancy within thirty (30) days of notification of promotion. Employees promoted shall serve a probationary period of one (1) year.

- 32.5 Only candidates who receive a final score of 80% or higher will be considered for promotion. Candidates are entitled to written and oral feedback upon request; such feedback shall identify deficiencies, scores, and areas for improvement. The Chief shall select from the top three (3) qualified candidates, utilizing the Rule of Three.

**ARTICLE 33
RESERVED FOR FUTURE USE**

**ARTICLE 34
CONTRACTURAL, MERGERS, AND CONSOLIDATIONS**

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

**ARTICLE 35
MILITARY ACTIVATION**

- 35.1 This Article sets forth guidelines for employees called to active duty from military reserve status. It is the goal of the Union and Employer to maintain each employee's pay and benefits during such times the employee is in an active duty status. Employees shall notify the Employer, in writing, if such benefits are requested to be suspended or discontinued. Note: Employees activated may be excluded from certain plan coverages due to claims arising as a result of "Acts of War" or other plan exclusions.
- 35.2 Employees are responsible to contact Human Resources, Payroll, and their shift representative as soon as possible when notified of being activated to active duty. Employees shall provide a copy of their activation orders to HR as soon as possible after receipt.
- 35.3 Employees have the option(s) of utilizing military leave, utilizing union work replacement, utilizing earned vacation, and/or donated vacation hours from the Military Leave Pool. Union work replacement is defined as an agreement solely between employees whereby one employee agrees to work for another without expectation of repayment of time and where the employee agreeing to work is otherwise qualified for the position. Documentation of union work replacement will occur utilizing the same conditions and procedures as in place for shift trades.

- 35.4 The Employer has the option of allowing an activated employee to be deemed an acting officer for the purpose of allowing utilizing union work replacement between the activated employee and firefighters and officers covered by this agreement.
- 35.5 The Union will develop a Military Leave Pool (similar to Section 18.9 donation for sick leave purposes). At no time shall the Employer incur costs if the donation bank is exhausted. The Union will be charged with maintaining the donated vacation hour bank, completing paperwork on behalf of the activated employee, and submitting it to the proper supervisors for approval.
- 35.6 In the event the necessary union work replacement hours and donated vacation hours are insufficient to cover the required time, the Employee will be placed in a leave without pay/leave without benefits status and the provisions of R.C.W. 73.16, R.C.W., 38.40.060 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) will be applied. Employees and their dependents will be given as much advance notice as possible if this change of status is necessary.
- 35.7 There shall be no loss of seniority or service credit for the purpose of longevity or vacation accruals.
- 35.8 The Employer will allow the Employee to decline medical benefits and have the money go back to the employer to help augment any cost that may be incurred for benefit and shift coverage. This will not be deemed past practice in any way for future purposes. State Law (LEOFF) shall cover pension credit.
- 35.9 Any Employee who is activated also reserves the right to accept no help and be placed on leave in accordance with RCW 73.16 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

**ARTICLE 36
RESERVED FOR FUTURE USE**

**ARTICLE 37
POST RETIREMENT TRUST**

- 37.1 The Employer agrees to pay 100% of the monthly premiums of a post-retirement medical trust for all LEOFF II bargaining unit members covered under this agreement. The contribution rate to the Trust shall not exceed \$75 per month.
- 37.2 Any and all reporting requirements and responsibilities to the Trust shall be the sole responsibility of the Union and its members and not the Employer. The Union will defend against and hold the Employer harmless from any liability that may arise out of the Trust.

ARTICLE 38
WASHINGTON STATE MOBILIZATION

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

ARTICLE 39
DURATION AND COMPLETE AGREEMENT

39.1 This Agreement and all of the terms and conditions herein shall become effective January 1, 2008, and shall remain in full force and in effect through December 31, 2009. All rights and duties of both parties are specifically expressed in this Agreement and such expressions are all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term, subject only to the desire by both parties to mutually agree to amend or supplement at any time as a result of changes in circumstances (e.g. mandates upon the Employer by Federal or State Law, court decisions that affect the terms of this agreement, changes in binding past practices, etc.) that affect the validity or enforceability or provisions of this Agreement, and except for negotiations over successor collective bargaining agreements.

Approved on this 21st day of May, 2008, by the King County Fire Protection District 10 Board of Commissioners and Fire Chief.

Rick A. Gaines, Chairman

Wes Moorhead, Commissioner

John Magee, Commissioner

Michael Mitchell, Commissioner

Mitchell Young, Commissioner

Lee Soptich, Fire Chief

Approved on this _____ day of _____, 2008, by the Representatives of International Association of Firefighters Local 2878.

Craig Hooper, President, Local 2878

Brian S. McMahan, Lead Negotiator