



Agreement By and Between

SHORELINE FIRE DEPARTMENT

and

SHORELINE FIREFIGHTERS LOCAL 1760

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

AFL-CIO



Collective Bargaining Agreement

January 1, 2018 through December 31, 2020

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ARTICLE 1: Recognition

Section A The Department recognizes the Union as the exclusive bargaining representative for all uniformed employees as listed by position in Article 21.

ARTICLE 2: Successors and Assigns

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

ARTICLE 3: Savings Clause

Section A If any provisions 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.

ARTICLE 4: Union Membership and Security

Section A Union Membership

All full-time employees covered by this agreement shall become members of the Union within thirty-one (31) days after employment with the Department, or, thirty-one (31) days after the signing of this Agreement, whichever is first. Thereafter, each employee shall tender dues and initiation fees uniformly required as a condition of membership.

Section B Non-Association

Such employees, who through the right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, shall comply with [RCW 41.56.110](#), new Section 2, Paragraph 1.

Section C Duration

All employees shall remain members of the Union for the term of this agreement.

Section D Hold Harmless

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

ARTICLE 5: Collection and Payment of Union Dues

Section A Payroll Deduction

Upon receipt of the written and signed form from the employee authorizing payroll deduction, the Department will deduct Union dues and assessments on a monthly basis from the employee's wages in the manner prescribed by law. The total amount so deducted as Union dues and assessments shall be collected and given to the Union at the end of each payroll accounting month.

Section B Hold Harmless

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

ARTICLE 6: Non-Discrimination Clause

Section A Department

The Department agrees not to discriminate against any employee for activity on behalf of, or membership in, the Union.

Section B Department and Union

The Department and Union agree not to discriminate unlawfully against any person or employee because of color, sex, sexual orientation, gender identity, race, religion, national origin, age, marital status, or the presence of physical, mental, or sensory handicap, unless there is a bona fide occupational qualification disability.

ARTICLE 7: Union Communication

Section A The Department agrees to maintain a suitable board, provided by the Union, in a convenient place in all staffed stations, to be used exclusively by the Union. The Union shall limit its physical posting of notices and bulletins to such bulletin board.

Section B The Department agrees to allow Union members the ability to access the Union website from Department computers. The Department agrees not to access the Union website directly or indirectly.

Section C The Department agrees to allow the Union to communicate via Department email regarding Union matters with the understanding that those emails are subject to public disclosure laws.

ARTICLE 8: Union Business and Trades

Section A Union Business

The Union agrees to conduct its business off the job as much as possible. The Union shall be allowed to hold its meetings in Department facilities provided there is no interference with the routine or effectiveness of the Department. Official Union representatives having business with on-duty Union employees may confer during breaks, meal periods, or down time.

Employees selected by the Union President shall be granted time off to perform Union functions, including attendance at conferences, conventions, and seminars. Per Administrative Policy 108, if one of the available time-off slots is available for that day, the selected employee may use that vacation slot. If no time-off slots are available at the time of scheduling, the selected employee shall be allowed time-off outside of Administrative Policy 108 guidelines.

Time-off with pay shall not exceed 144 hours per calendar year collectively.

Section B Union Trades

The Union shall provide for a replacement employee to maintain required shift strength at no cost to the Department for each employee on a Union Trade. In the event that the scheduled replacement is unable to report for duty, any costs incurred by the Department in obtaining a replacement employee shall be paid by the Union.

Section C Union Negotiations

The Union will provide the Department with a list of up to six (6) employees who will be designated as negotiators and/or observers and who will be eligible to participate in negotiations, subject to call on shift if they are unable to secure a trade.

Section D If the Union is unable to secure a Union Trade or use Union Business within the Time-Off Guidelines, the Department will allow that member to take time off. If the time off causes overtime, the Union will reimburse the Department for costs incurred by that member's time off to include the overtime replacement costs and associated taxes and LEOFF2 contributions the Department would otherwise pay.

ARTICLE 9: Subcontracting

Section A The Department shall not subcontract out first response firefighting or EMS work that is presently being performed by employees covered by this Collective Bargaining Agreement without first bargaining with the Union.

ARTICLE 10: Management Rights

Section A Management recognizes the Union as the exclusive bargaining representative for employees of the Department in the position of Firefighter, Driver Engineer, Paramedic, Lieutenant, Captain, Medical Services Officer, Battalion Chief, Deputy Fire Marshal, Fire Marshal and Inspector I, II and III.

Section B Subject to the terms of this Agreement or applicable law, Management shall retain the right and authority to operate and direct the affairs of the Department. Management's rights and responsibilities shall include, but not be limited to:

- a. Determining the mission, budget, and organizational structure of the Department;
- b. Managing and directing personnel, facilities, and equipment.
- c. Hiring, promoting, retaining, and laying off employees due to lack of work or other legitimate reasons;
- d. Suspending, demoting, disciplining or discharging for just cause;
- e. Contracting for goods and services not presently performed by bargaining unit members;
- f. Determining whether goods or services should be purchased;
- g. Maintaining the efficiency of the operation of the Department by making and enforcing reasonable rules and regulations, provided that such rules and regulations are not in conflict with this Agreement;
- h. Changing or eliminating existing equipment, facilities, or levels of service;
- i. Determining the utilization of technology for new, improved or automated methods and equipment. Any changes to wages, hours, or working conditions of represented employees due to technology changes shall be subject to bargaining;
- j. Performing all other functions not expressly limited by this Agreement or law.

Section C Management agrees that a continuing duty to bargain exists as to changes in wages, hours, and working conditions as may be required by [RCW Chapter 41.56](#).

Section D Management further reserves the right to take whatever actions are necessary to carry out the mission of the Department in responding to natural and man-made disasters such as a mass disaster, significant civil disturbance, earthquake, epidemic disease, terrorism or other event having an equivalent impact on service delivery which may necessitate a temporary change in operational procedures.

ARTICLE 11: Maintaining a Drug-Free Workplace

Section A Purpose

The Shoreline Fire Department (Department) and Shoreline Firefighters, IAFF Local 1760 (Union) recognize that inappropriate drug and/or alcohol use by employees threatens public welfare and the safety of Department personnel. It is the goal of the Department and Union to eliminate or absolve illegal drug use, the abuse of legal drugs and alcohol abuse through education and rehabilitation of the affected employee. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted in the Department's stations, work sites or while an employee is on duty or representing the Department in an official capacity.

The Department and Union agree to negotiate a Policy that assures compliance with the [Federal Drug Free Workplace Act of 1988](#) (PL. 100-690). The Department and Union agree to a Policy and Procedure that are responsive to the unique working conditions of a fire department and the potentially dangerous and responsible work that is performed by its members.

Section B Informing Employees about Drug and/or Alcohol Testing

All employees shall be fully trained and informed of the Department's drug and alcohol policy and testing procedures. Employees shall be provided with information concerning the impact of drug and/or alcohol use on job performance. In addition, the Department shall inform employees on how the test/s are conducted, what the test/s can determine and the implications of testing positive for drugs and/or alcohol. All new employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her.

NOTE: Prior to any testing, the employee will be required to sign a consent and release form.

Employees who voluntarily come forward prior to initiation of an investigation and ask for assistance to deal with a drug and/or alcohol problem shall not be disciplined by the Department.

Section C Union Held Harmless

The Department assumes sole responsibility for the administration of this Article and the Department's Policy and Procedure and shall be solely liable for any legal obligations and costs arising out of the provisions of the Policy and/or Procedure and/or application of this Collective Bargaining Agreement related to drug and/or alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section D Changes in Testing Procedures

The Union and the Department recognize that there may be improvements in the technology of testing procedures, legislative changes or other circumstances that may warrant opening this Article or associated Policy and/or Procedure. In that event, both parties agree to bargain in good faith whether to amend the Policy and/or Procedure to include such improvements.

Section E Conflict with Other Laws

This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal, State or local statutes.

ARTICLE 12: Off-Shift Participation

Section A The Union agrees that its employees, if available, shall respond to emergencies during normal off-shift hours when advised to do so by any of the normal methods of alerting, including telephone and text message.

Section B If an employee is advised to report for duty for an emergency and is not available, the employee will provide an estimated soonest time that they will be able to report, if requested.

Section C The Department agrees to notify off-shift employees of overtime opportunities, call-out situations, and other important notifications using text to phone, automated phone, or verbal by phone means.

Section D The Union agrees that all personnel, to the best of their ability, shall provide the Department with a reliable off-duty text number, mobile phone number, and/or a residence phone number.

ARTICLE 13: Disciplinary Procedure

Section A The Department and the Union agree that the primary emphasis of disciplinary action is to ensure correct employee behavior and performance. Disciplinary actions should reinforce expected performance standards and correct and/or rehabilitate misconduct or substandard performance. The goal of discipline is to improve employee performance.

Section B The Department and the Union agree that a progressive approach to resolving an employee's inappropriate behavior will be utilized unless the infraction is of such a serious and/or immediate nature that it warrants skipping the steps outlined in the mutually agreed to Disciplinary Procedure.

Section C The Department will take no action against an employee of this bargaining unit without just cause.

Just cause shall be determined by answering the following questions. The answers to questions one through seven (7) should be "Yes" to establish just cause:

1. Did the employee have prior notice of the possible/probable consequences of his or her conduct?
2. Is the Department's rule, order or policy reasonable?
3. Was there a fair and objective investigation?
4. Is there substantial evidence to prove the Department's allegations?
5. Has the Department applied these rules and penalties evenly to all employees?
6. Was the degree of discipline that is recommended reasonably related to the seriousness of the offense?
7. Are there mitigating factors, such as the employee's work record, discipline history, minimal harm, lack of intent to cause harm, etc. that can be offered?

Section D The Department and the Union will abide by a mutually agreed on Disciplinary Procedure, as published by the Department.

Section E The Department and Union agree that maintaining proper discipline is the duty of every supervisor in the organization.

ARTICLE 14: Grievance Procedure

Section A Purpose

For the purpose of this Article, a grievance is defined as *any dispute which may arise between the Union and the Department regarding the interpretation, application, or alleged violation of any Article of this Agreement.*

Section B Grievance Procedure

It is the purpose of this procedure to provide an orderly and expeditious method of resolving grievances. It is the intent of the parties to resolve grievances at the lowest step if possible.

Grievances shall be submitted with the following information:

- a. A general statement explaining the conditions or actions under which the alleged grievance occurred.
- b. The specific Article(s) and Section(s) of the Agreement alleged to have been improperly administered or violated.
- c. The remedial action requested.

The process for submittal and resolution is as follows (grievance only moves forward if it remains unresolved):

Step 1:

Submit grievance to the Union grievance committee, Human Resources and the Fire Chief or his/her designee within thirty (30) calendar days from the Union Executive Board becoming aware of the event giving rise to the potential grievance.

Step 2:

The Union grievance committee shall investigate the grievance and provide a written response to the grievant, Human Resources and the Fire Chief as to their findings and recommendation within fourteen (14) calendar days of their receiving the grievance. The written response shall include a statement from the supervisor or person as to why the action occurred, if applicable.

Step 3:

The Union and the Department shall meet and confer within ten (10) calendar days from the notification to Human Resources and the Fire Chief to resolve the grievance.

Step 4:

After thirty (30) calendar days from the meet and confer date, if the grievance remains unresolved, the grievance shall be submitted to binding arbitration utilizing the following process:

- a. A list of nine (9) names shall be jointly requested from the Federal Mediation and Conciliation Services (FMCS). The Department and the Union shall alternately strike one name from the list until only one name remains. The order of striking shall be determined by a coin toss. The one remaining shall be the Arbitrator. One working day may be allowed for the striking of each name.
- b. The Arbitrator shall hold a hearing at which the parties may submit their cases concerning the grievance. The hearing shall be kept private and shall include only such parties in interest and/or designated representatives.
- c. The Arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement. The Arbitrator's power shall be limited to the interpretation or application of the expressed terms of this agreement. All other matters shall be excluded from arbitration. The Arbitrator shall not substitute his/her judgment on a matter or condition for that of the Department where the Department has not negotiated and limited its authority on the matter or condition.
- d. The decision of the Arbitrator shall be final, conclusive, and binding upon the Department, the Union, and the employees involved.
- e. The cost of the Arbitrator shall be borne equally by the Department and the Union, and each party shall bear the cost of representing its own case.
- f. The Arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) calendar days after the hearing is closed.
- g. Arbitration or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based, that date being ten (10) or less calendar days prior to the initial filing of the grievance.
- h. It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all employees it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

- i. In the event the Arbitrator finds that he/she has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

Section C Time Limits

Any time limits stipulated in this article shall be extended by seven (7) calendar days by notification to Human Resources and/or the Union grievance committee by email or other written method prior to the timeline expiring. Any further modification to the timelines will be made only by agreement in writing of the Department and the Union. The parties may also, by mutual written agreement, waive any steps of the Grievance Procedure to advance said grievance to expedite a resolution. If at any step in the Grievance Procedure, the Department's answer is deemed unsatisfactory, the Union's and/or the aggrieved employee's reasons for non-acceptance must be presented in writing. Failure by an employee and or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure of the Department to respond within the time limitations of the procedure in this Article shall default the grievance to Arbitration as per the procedure described in Step 4, a-i., of this Article.

ARTICLE 15: Reduction in Force and Reduction in Classification

Section A In the event it becomes necessary for the Department to reduce employees, the Department will utilize the seniority list and reduce employees by classification as it pertains to the source of revenue loss necessitating the reduction. Revenue is defined as *King County EMS Levy and/or Shoreline Fire Department General Fund income*. A reduction in force may result in a *Reduction in Classification (RIC)* and/or a *Reduction in Force (RIF)*.

Section B Reduction in Classification
A *Reduction in Classification* is a reduction in: Paramedics, Driver/Engineers, Fire Prevention employees, or any promoted rank.

A *Reduction in Classification* may result in a reduction of force.

EXAMPLE:

If a position with ALS classification were to be reduced, that employee, based on his/her seniority, shall reduce to his/her last held position. This *Reduction in Classification* will result in a *Reduction in Force* with the least senior firefighter being laid off.

EXAMPLE:

If a Paramedic, who was hired from another jurisdiction, is the least senior Paramedic, he/she would have the ability to move to the Suppression classification and use his/her seniority with the Shoreline Fire Department for seniority ranking.

Section C Reduction in Force
A *Reduction in Force* occurs when the total number of employees is reduced. The employee having the least seniority in a classification is subject to reduction and shall have bumping rights over a less senior employee in a lower or lateral classification.

Section D “Seniority” as used in this Article shall be defined as *the length of continuous full-time service with the Shoreline Fire Department beginning with the last date of hire with not more than one break in service of thirty-one (31) calendar days*.

Section E Employees subject to a *Reduction in Classification* or a *Reduction in Force* shall be recalled by the Department in the inverse order provided that those recalled have the ability to meet the qualifications to serve in the classifications in which the opening exists.

- Section F The Union shall cooperate with the Department to maintain a list of employee contact information of all employees who have been laid off. Notice(s) of recall shall be sent by the Department to the employee(s) at their last known address by certified mail with return receipt requested with a copy to the Union. If any employee fails to report to work within twenty-one (21) calendar days from the date of mailing of the notice of recall, that employee shall be considered to have terminated employment with the Department, shall cease to have seniority, and the employee's name will be removed from the recall list.
- Section G Recall right for any employee shall expire twenty-four (24) months from the date of layoff. A written notice of expiration or loss of recall rights shall be sent to the employee's last known address by certified mail with return receipt requested with a copy to the Union.
- Section H Benefits and seniority shall not accrue during the layoff period.
- Section I The Department shall provide the Union with a current seniority list in January of each year. Employees having the same date of full-time hire and/or length of continuous service shall be placed on the seniority list in accordance with the Fire Chief interview ranking or lateral entry Paramedic promotion list in order of the highest ranking first.
- Section J Bothell and Northshore Fire Department employees testing for Paramedic shall be notified of this article.

ARTICLE 16: Paramedic Promotion Out of Program/Decertification

Section A The Fire Department recognizes that from time to time employees serving within the ALS program may request to leave the program and be reassigned to one of the suppression positions. This request for permanent reassignment is differentiated from when an individual is promoted out of the ALS program into a position within the suppression group.

These requests will be handled on a first come first serve basis in conjunction with the needs of the Department. The Department will notify an employee within thirty (30) working days from his or her request whether the request has been approved and of an anticipated date for reassignment. The ALS personnel requesting decertification must remain certified until reassignment by the Department.

Unless otherwise determined by the Department, the Department will recognize two decertification requests per calendar year. Such requests shall be valid for the balance of the calendar year in which they are submitted. Employees requesting decertification and reassignment may reapply in subsequent calendar years if prior requests were not approved.

Permanent reassignment out of the Medic Program is dependent upon the existence of an appropriate open position. An "appropriate open" position shall be defined as *a vacant authorized position at the rank appropriate for the employee requesting decertification*, which may occur as a result of routine turnover, addition of positions, promotion, or when a Shoreline Firefighter is assigned to Paramedic Training.

Requests for transfer on a permanent basis shall meet the following requirements:

- a. The ALS personnel requesting to be permanently reassigned outside of the Medic Program must be made to the Department between January 1 and March 30 of each calendar year. The timing of this notice may be waived at the discretion of the Department.
- b. The ALS personnel requesting decertification and reassignment must have served in the position of full-time Paramedic or MSO with Shoreline Fire Department for a minimum of ten (10) years at the date of the request.

- Section B ALS personnel who are approved for decertification shall suffer no immediate decrease in pay upon reassignment. Reassigned ALS personnel will receive no increase in pay until one of the following conditions occurs:
- a. The pay grade for the new job classification meets or exceeds the pay grade earned by the reassigned Paramedic or MSO
 - b. The reassigned Paramedic or MSO receives a promotion to a higher pay grade which cancels the issue.
 - c. Once the individual's request is granted, the Paramedic certification requirements will be maintained and supported by the department as outlined in the Paramedic continuing education policy. On the approved date of transfer into a Suppression position, the Paramedic certification requirements are no longer in effect and the individual will revert back to an EMT certification and function within our system.
- Section C Paramedics and Medical Services Officers who fail to recertify shall forfeit Paramedic premium pay.
- Section D Upon an opening in the Suppression Division's Lieutenant ranks, a Medical Services Officer may request a transfer to the open position per Administrative Policy 124.

Paramedic Decertification through Promotion

- Section E If a current Paramedic or MSO receives a promotion to a position outside of the ALS program, the following guidelines shall apply.
- EXAMPLE: Paramedic to Driver/Operator
Paramedic to Lieutenant
MSO to Captain or Battalion Chief

- Section F When an individual within the ALS program receives a promotion, the Department will support his/her Paramedic certification requirements as outlined in the Paramedic continuing education policy. This support will be maintained until the employee's current Paramedic certification expires. The employee's certification may be extended for one (1) additional recertification period with mutual agreement between the Union and Department. The Department does not intend to allow an individual to maintain his/her Paramedic certification "long term" working in a position outside of the designated ALS program positions. If there is a long-term vacancy (greater than thirty [30] days) in the ALS program while the Department is maintaining the certification of a Paramedic who promoted out of the ALS program, that

individual may be temporarily reassigned to the ALS Division to his/her previously held position (Paramedic or MSO).

If an individual is promoted out of the ALS Division and that individual has completed his/her probation in the new position, he/she will be added to the rule of three's interview if he/she wants to transfer back to the ALS program, while the Department is still supporting his/her Paramedic certification requirements. After the Department ceases to support continuing education, the Paramedic shall go through the promotional process to return to the ALS program.

Section G The Department recognizes that it is in the best interest of the ALS program to have all ALS personnel working long term within the program positions. The Union and Department agree that any ALS personnel transferred or promoted out of the program will be replaced with full time employees using the normal Paramedic selection criteria and the University of Washington Paramedic Training program process.

Section H If a Paramedic is decertified, he/she shall be considered within the Suppression ranks as it pertains to reduction in force/classification.

ARTICLE 17: EMS Certification Performance

Section A In the event that an EMT or Paramedic fails to perform to the standard level of medical care consistent with King County EMS, the Washington State Department of Health (DOH), and/or Shoreline Medic One, as defined by the Medical Director and Washington State Law, that EMT or Paramedic may be provided with a performance improvement plan (PIP). This PIP shall not exceed 12 months in length and it is understood that the Department may take other necessary corrective actions consistent with this Collective Bargaining Agreement including Article 10: Disciplinary Procedure. A copy of any PIP shall be provided to the Union President.

In addition to a PIP, at the end of a PIP, or in lieu of a PIP, an EMT or Paramedic's performance or conduct issue may be referred to the Washington State DOH consistent with RCW 18.130 Uniform Disciplinary Act (UDA).

Section B The UDA's intent is to strengthen and consolidate disciplinary and licensure procedures for the licensed health and health-related professions and businesses by providing a uniform disciplinary act with standardized procedures for the licensure and certification of health care professionals and the enforcement of laws the purpose of which is to assure the public of the adequacy of professional competence and conduct in the healing arts.

ARTICLE 18: Paramedic School Assignment / Reimbursement

Section A Purpose

The Union and Department recognize the financial commitment to train and educate new Paramedics for the Medic One Program. Both parties agree that our desire is to offer new ALS program positions to existing employees as defined in our promotional policy. Employees who enter the Medic One program and attend the University of Washington's Paramedic Training Program agree to the following:

- a. Acceptance into the training program is dependent on passing the pre-course Anatomy and Physiology class as provided by Paramedic Training. This course is provided at no-cost to the employee but does require study and occasional classroom time outside of their normally assigned work schedule.
- b. Upon successful completion of the Paramedic Training Program, a minimum five-year (5) commitment to remain employed with the Shoreline Fire Department working within the ALS program is required.
- c. If an individual voluntarily separates from the ALS program prior to five (5) years, the following will occur:
 - A computation of the individual's total salary, benefits, and overtime from the time the individual is assigned to paramedic school up to graduation will be conducted. This calculation will include any additional overtime accrued specific to the Anatomy and Physiology pre-course requirements.
 - The total dollar amount will be divided by sixty (60) months and this amount will be pro-rated for the amount of time the individual is not fulfilling the 5-year requirement.
 - This dollar amount will be required to be reimbursed back to Shoreline Fire Department for the costs associated with Paramedic training.

EXAMPLE:

An Employee chooses to leave Shoreline Fire Department 16 months short of five years after receiving certification as a State of Washington Paramedic. If the total employee costs and compensation for Paramedic school was \$125,000, the $\$125,000 \div 60 = \$2,083.3$ and then $\times 16$ months. The employee would be required to repay \$33,332.80 toward his/her Paramedic training expenses incurred by Shoreline Fire Department.

- d. If the employee is terminated or separates for any form of L&I disability or death, the repayment requirement is waived.
- e. If a Paramedic is demoted or reduced in classification, the repayment requirement is waived.

ARTICLE 19: Wellness-Fitness Participation

- Section A The Department and the Union mutually recognize the vital importance of an employee's physical and mental health and its relationship in fulfilling the mission of the Department. The Department and the Union also agree that physical fitness is an essential job requirement and it is in the best interest of the employee and shift teams to fully participate in the Wellness Fitness Program on a regular basis.
- Section B The Wellness Fitness program shall be coordinated by a Labor/Management committee as detailed in Administrative Policy 104.
- Section C All employees shall participate in the Wellness Fitness Program as detailed in Administrative Policy 104.

ARTICLE 20: Probationary Term of Employment

- Section A The probationary period allows the Department to terminate an employee outside of the normal disciplinary process applied to non-probationary employees.
- Section B The probationary period for new employees, including employees hired through the Paramedic promotional process, shall end twelve (12) months following assignment to a Platoon shift, which shall be considered the first day that the new employee is eligible to respond to 911 calls. Successful completion of the probationary period shall include completion of the applicable first-year program. If a probationary employee misses more than 192 hours of 24-hour shift work in their probationary period, the employee's probationary period shall be extended by the time equivalent to the missing shifts. Failure to successfully complete probation as stated above shall result in termination or possible extension of probation if mutually agreed to between the Union and Department.
- Section C An employee's Employment Probationary period may be extended by mutual agreement between the Union and Department in order to meet the necessary requirements. Any extension of probation shall have a specific date when the extension will end, not to exceed three (3) months. In the event a probation is extended, a specific work plan shall be created to assist the employee in identifying and verifying the requirements are met. An employee who does not meet the requirements of the work plan shall be terminated.
- Section D A Department employee promoted to fill a vacant position within the bargaining unit shall be subject to a twelve (12) calendar month probationary period. In the event the employee does not successfully complete the probationary period, such employee shall be reassigned to his/her former job classification and pay.

ARTICLE 21: Promotional Positions

Section A All ranks above Firefighter as listed in Article 26 shall be considered promotions except for Inspector II and III, and Deputy Fire Marshal.

All advancement opportunities within the bargaining unit shall be offered to bargaining unit employees. If the position is not filled through this process, the Department may open the selection process to non-Department candidates.

Section B Pay grade steps for Inspector II and III, and Deputy Fire Marshal shall be achieved through a combination of time in grade and specific certifications/degrees as per the job descriptions.

ARTICLE 22: Conflict of Interest

Section A Employees that fall into the category of relationship as defined in Section D shall be constrained in their work schedule with each other subject to the following conditions identified in Sections B and C. Employees that have entered into these defined relationships shall notify Human Resources as soon as practical.

Section B Peer/Peer employees may be assigned to the same shift but shall not be assigned to the same station on a regular basis. Every effort shall be made to assign affected employees to different emergency apparatus.

Section C Supervisory or Administrative employees shall not be assigned to the same shift or division where they will be in a supervisory or administrative role with the person defined in Section D.

If during the course of any investigation or personnel matter it is determined that the investigator is in a relationship with the person of interest, the investigator must immediately notify his/her supervisor and recuse him/herself from any further involvement in the process. Under no circumstances shall any individuals who are defined in Section D be included in any disciplinary or investigative actions.

Section D Defined Relationships:
Relative: This includes the following relationships: spouse, children, step-children, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, cousins, niece, nephew, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic partner and/or anyone with whom the employee shares a house, apartment or other living arrangement.

Close Personal Relationship: This includes a romantic, dating, cohabitating, sexual, or intimate relationship.

Section E Supervisory employees that enter into a relationship defined in Section D that choose to relinquish their supervisor position and enter a peer-to-peer relationship and assignment defined in Section D shall continue on the acting list as a workbook Acting Officer for that rank and position and shall have their wage frozen until their wage for the new position meets or exceeds their current wage.

ARTICLE 23: Contractual Hours

Section A Basic shift arrangements and hours of duty are defined as follows:

Four-Platoon Shift

Employees assigned to a four-platoon shift shall work a total of 2472 duty hours for 2018, and 2496 for 2019 and beyond. Employees shall average 47.4 hours per week and 47.8 respectively 52.18 weeks per year, in a 24-day FLSA work cycle.

The four-platoon shift shall consist of 24-hour shifts commencing at 0800 hours. The basic shift rotation shall consist of one (1) day ON duty, one (1) day OFF duty, one (1) day ON duty, and five (5) consecutive days OFF duty.

Each employee will schedule an appropriate number of days (work back days) to complete the 2472-hour contractual obligation in 2018; and 2496 in 2019 and beyond. In recognition of FLSA Section 7K (Federal Fair Labor Standards Act, 29 U.S.C. 201.) requirements, the maximum hours of contractually obligated work without overtime compensation during the FLSA work period of 24 days shall not be greater than 182 hours. Substitutions or trades do not add or subtract hours from the FLSA work period.

Each employee shall schedule a maximum of one debit day per FLSA work period. If, at no choice of the employee, a debit day(s) is scheduled that results in the employee working more than 182 hours in the defined FLSA work period, the employee shall be compensated at his/her overtime rate. The 182-hour threshold only applies to hours actually worked in the FLSA work period; paid time off does not count as hours worked when determining FLSA mandated overtime.

The FLSA work period shall not affect any other obligated overtime pay that is required per this collective bargaining agreement.

The work back days shall be scheduled in accordance with Administrative Policy 108.

Day Shift

Employees assigned to day shift shall work a total of 2080 duty hours per typical calendar year and shall average 40 hours per week within a 28-day FLSA work period.

The day shift shall consist of one of the following schedules as determined at the discretion of the Fire Chief or designee. The day shift typically begins between 0700 – 0800 hours but may be adjusted per the approval of the Fire Chief or designee.

- a. Monday through Friday, eight (8) hours per day, with a one (1) hour or one-half (1/2) hour lunch break.
- b. Monday through Thursday, and every other Friday, nine (9) hours per day Monday through Thursday, eight (8) hours on alternating Fridays, with a one (1) hour or one-half (1/2) hour lunch break. (This schedule may also be used to alternate Monday off instead of Friday.)
- c. Monday through Thursday or Tuesday through Friday, ten (10) hours per day, with a one (1) hour or one-half (1/2) hour lunch break.

By prior mutual agreement of affected parties, scheduling exceptions may be made to allow day shift employees to vary their schedules in order to meet the needs of their position.

Training Shift

Employees assigned as students to full-time training programs exceeding four weeks in length shall work a total of 2,288 hours per year.

A 28-day FLSA work period will begin on the first Monday that occurs after an employee has been assigned to the Training shift. Overtime shall be paid to employees if their hours exceed 176 hours during this FLSA work period. Due to variable hours of training, no reduction in wages shall occur.

The FLSA work period shall not affect any other obligated overtime pay that is required per this collective bargaining agreement.

Employees assigned to the Training shift shall receive the day shift premium (4%) per Article 21 Wage Scale Matrix.

Employees assigned to the Training shift shall be paid the current IRS mileage rate from Shoreline Fire Station 61 unless their training location is assigned as their "work home." In the event that Shoreline is not the employees work home, then any miles traveled away from their work home shall be paid the current IRS mileage rate.

Sick leave and vacation leave shall be accrued at the day shift rate while assigned to the Training shift.

If an employee assigned to the Training shift works on a holiday defined in Article 25, he/she shall be paid overtime for actual hours worked between 0000 hours and 2359 hours. In lieu of receiving the "Floating Holiday" and "Birthday Holiday," the employee shall accrue an additional twenty (20) pro-rated annual hours of vacation, which will be added to his/her vacation bank upon completion of the training assignment.

Each Monday, it shall be the responsibility of the employee to report all work hours from the previous week to an Assistant Chief.

Operations Day Shift

Operations day shift is for personnel assigned to response apparatus for peak hour staffing. Employees assigned an Operations day shift shall work a total of 2,288 hours per typical year within a 28-day FLSA work cycle.

If an employee assigned to Operations day shift works on a holiday defined in Article 25, he/she shall be paid overtime for actual hours worked between 0000 hours and 2359 hours.

The Operations day shift shall consist of one of the following Work Schedules:

- Four 14-hour days on, four days off (2,555 hours) – adjusted to 2,288 hours
- Four 12-hour days on, four days off (2,190 hours) – adjusted to 2,288 hours
- Mon-Fri: 9 hours a day with paid lunch (2,348 hours) – adjusted to 2,288 hours

Disaster Operations Shift

In the event of a major incident(s) requiring around the clock operations, the Fire Chief or his/her designee may formally declare a Department Disaster requiring disaster operations. In the event of a Department Disaster, an alternative work schedule may be created for the following seventy-two (72) hours with notification to the Union. If the alternative schedule is other than a twenty-four (24) shift, the employees shall be compensated with the day shift premium.

If disaster operations are necessary beyond the initial seventy-two (72) hours, the Department and Union shall meet and confer to determine future schedule needs.

- Section B The Department shall provide employees affected by scheduling changes with a minimum fifteen (15) days-notice prior to the date the change will take effect. Shift changes may be made on shorter notice provided that the Department and the affected employee mutually agree. Employees on duty-related disability may be moved to a different shift as soon as medically able to do so.

- Section C The work schedule shall be published no later than October 15 for the following year.

- Section D All trades shall be administered in accordance with Administrative Policy 108.

ARTICLE 24: Working Out of Classification

Section A Short-Term Position Change

When an Officer position, Driver/Engineer position or other designated Department position becomes vacant due to vacation leave, sick leave, school, or other similar circumstances, the position shall be filled by qualified personnel, using the normal overtime procedure (refer to Administration Policy 136.1) if and when an overtime shift is created.

At the Department's discretion, Acting Officers and Driver/Engineers may be assigned to fill respective positions from a list of employees authorized by the Department to act in the vacant position. The Department will attempt to make these replacements on an equitable basis from those employees on the same shift as the vacancy, and secondarily, from employees on other shifts unless there is a rank for rank debit day scheduled (refer to Administration Policy 133). When Acting Officers and Acting Driver/Engineers are used to fill vacancies, the hourly rate of pay for these replacements shall be based upon the starting pay for the position being replaced, as stated in Article 26.

Each shift Battalion Chief shall keep a Suppression short-term acting rotation list. Each MSO shall keep an acting MSO short-term acting rotation list. If an individual moves from one shift to another then he/she shall start at the bottom of the list for that shift. Employees on the current promotional list shall have first right of refusal to the acting shifts.

If an employee is unable to or chooses not to accept a short-term position change, the Department will attempt to fill the position with the next available authorized employee. The employee that did not accept the shift will be moved to the bottom of the short-term acting rotation list. If an acting MSO takes an acting MSO shift it will not affect their position on the suppression short-term acting rotation. However, the acting MSO will be moved to the bottom of the acting MSO short-term acting list.

In an effort to keep shift disruption to a minimum, personnel should not be moved from Paramedic to Suppression, or vice versa, unless the vacancy is expected to be longer than eight (8) hours. The exception to this is if the move needs to occur to keep a medic rig in service. The BC and MSO will have to weigh the options and make a decision on staffing in the best interest of the Department.

Section B Long-Term Position Change

When an Officer or Driver/Engineer position in the organizational structure is vacated for a regular and extended amount of time, the Fire Chief shall appoint an Acting employee from the current and respective Promotional List as maintained by the Department. The appointment shall be placed no later than 30 days from the date of the vacancy. The position is considered vacant

from the first shift or partial shift the employee is on sick or disability leave. The employee shall update the on-duty Battalion Chief, who will in turn notify the administration, of any changes or expectations on the duration of their sick or disability leave. This shall be done, as a minimum, after their doctor visits so that the Department can adequately prepare for a long-term vacancy.

During the term of a promotional list, the first long-term acting position will be offered to the first employee on the list, if there are no employees who were reduced in classification, for the respective position. As additional long-term acting positions become available, they will be offered to the next employee on the list and continue to rotate through the list until it is expired. However, an employee may request to not be appointed to a long-term acting position. If all qualified actors turn down the acting position then it will be filled by the employee next on the rotation list.

If a Battalion Chief or Company Officer vacancy creates more than one long-term acting position, all positions shall be filled no later than 30 days from the date of the original vacancy.

EXAMPLE:

The Battalion Chief goes out on LTD, which causes a Captain to be moved into a long-term role, which causes a Lieutenant to be moved into a long-term role, which causes a Driver/Engineer to be moved into a long-term role. All positions shall be filled on the same day.

Employees assigned by the Fire Chief or designee to an Acting position shall receive the hourly rate of pay for these replacements shall be based upon the starting pay for the position being replaced, as stated in Article 21, or a minimum of 105% of the employee's current rate of pay, whichever is greater.

In the event that an employee has been reduced in classification, that employee shall be placed on a Reduced in Classification Long-Term Acting List for the respective position. That employee shall be offered all long-term acting positions first. If there is more than one employee who has been reduced in classification (from the same rank), the employee who was originally promoted to the respective position first shall be on top of the Reduced in Classification Long-Term Acting List. Employees on that list shall be offered positions on a rotating basis. If the Department is unable to fill a long-term acting position with an employee who was reduced in classification, the Department shall appoint an Acting employee from the current and respective Promotional List in a rotating manner. Those employees who were reduced in classification shall have their first right of refusal to the next promotion for the rank they were reduced from.

Employees shall not be moved or alternated to avoid a promotion. If an appointment for a specific long-term acting position extends beyond nine (9) months then the Department shall interview the top three candidates and offer the promotion within one week after the nine-month date of vacancy. If the Department does not identify and promote a candidate within one week (seven days) after the nine-month date of vacancy, the employee(s) at the top of the promotional list for each affected position shall be promoted based on the promotional list in effect that day. EXCEPTION: The above time frame may be adjusted if mutually agreed upon by the Union and the Department. The employee has up to 24 hours after confirmed contact to accept or decline the offered position.

If the Department receives written notification from the employee's physician that the length of the disability may exceed nine months then the Department shall attempt to promote an employee using the normal process within two weeks of receiving the notification. If it can't be completed in two weeks, the Union shall be notified as to why and when the promotion shall occur.

Employees who are promoted at the nine-month date of vacancy shall begin accruing time in grade and begin their probation based on Article 16. These employees shall start their probation after they have been promoted on the ninth month plus one day. They shall accrue a month of credit towards their probation for every full 30-day increment that they work, in case they are later reduced in classification.

EXAMPLE:

A Firefighter is assigned a long-term acting assignment for an injured Lieutenant. The Lieutenant is off for nine (9) months, triggering the promotion. He returns to work 80 days later. The Firefighter gets promoted after (nine) 9 months, starts their probation and then is reduced in rank back to Firefighter with two (2) months of probation and time in grade completed.

If there is a reduction of force or reduction in classification (Article 12), the promoted employee(s) shall not lose their accumulated time in grade. Those employees affected by the reduction in classification will not continue to accumulate time in grade until those employees move back to their promoted position, which they were reduced from.

THIS ARTICLE WILL AUTOMATICALLY BE REOPENED FOR NEGOTIATIONS IN CONJUNCTION WITH ADMINISTRATION POLICY 136 IN FEBRUARY OF 2018.

ARTICLE 25: Salary Calculations and Pay Periods

Section A Employees covered by this Agreement shall be compensated in accordance with the wage scale matrix as prescribed in Article 26.

Section B An employee's monthly salary includes the position pay, longevity pay and applicable specialty pay and premiums as indicated per the contractual wage scale matrix.

The annual salary is determined by multiplying the monthly salary by twelve (12).

The employee's hourly rate of pay is determined by dividing the annual salary by the appropriate number of hours assigned to the employee in a typical year. In 2018 the contractual hours are 2472 hours for the Platoon shift, 2288 hours for the Paramedic and Firefighter Training shift, and 2080 hours for the Day Shift. In 2019 and beyond the contractual hours for the Platoon Shift shall be 2496 hours.

Section C Payroll will be processed twice per month under the following schedule.

Full payroll will be processed the Friday prior to the second regularly scheduled Commissioners meeting each month. This processing will include all overtime hours accounted for on the certified daily log up to the processing day noted above, plus the monthly salaries. Payroll for this processing will be released the second to the last working day of the month.

An overtime only payroll will be processed the second to last working day of the month. This processing will include only overtime hours accounted for on the certified daily logs by this date. Payroll for this processing period will be paid on the 15th of each month. If the 15th falls on a Saturday, payment will be made on the preceding Friday. If the 15th falls on a Sunday, payment will be made on the following Monday.

Article 26: Wage Scale Matrix

Section A All percentage amounts listed on the Wage Scale Matrix contained in this Article 26 are based on the top step Firefighter wage (100%).

Section B Effective January 1, 2018, the top step Firefighter salary shall increase by four point five percent (4.5%) to be \$8,352.86 per month.

Section C Effective January 1, 2019, the top step Firefighter salary shall be increased by CPI-U June 2017 to June 2018 - All Users Seattle / Tacoma / Bellevue; with a maximum increase of 4%.

Section D Effective January 1, 2020, the top step Firefighter salary shall be increased by one percent (1.0%) plus CPI-U June 2018 to June 2019 - All Users Seattle / Tacoma / Bellevue; with a maximum increase of 5.0%.

Wage Scale Matrix:

Grade	0 – 12 Months	13 – 24 Months	25 – 36 Months	37 – 48 Months	Top Step FF 48+ Months
Firefighter	*60%	70%	80%	90%	100%
Firefighter – Lateral	*6 mo 80% *6 mo 85%	90%	100%		
<u>Position Pay</u>					
Aid Car Premium	\$2.10 per hr.				
Driver-Engineer	105.5%				
Paramedic	117.0%				
Inspector I	110.0%				
Inspector II	115.0%				
Inspector III	120.0%				
Deputy Fire Marshal	125.0%				
Fire Marshal	138.0%				
FM On Call Stand-by Pay	10.0%				
Public Information Officer	108.0%	108.0%	110.0%	112.0%	115.0%
Community Services Officer	108.0%	108.0%	110.0%	112.0%	115.0%
Lieutenant	117.0%				
Captain	126.0%				
Medical Services Officer	134.0%				
Battalion Chief	138.0%				
Training Captain / EMS Officer	135.0%				
Training Battalion Chief	147.0%				
Administrative MSO	147.0%				
Fire Academy Drill Master or EMT Class Lead Instructor/SEI	130.0%				
<u>Incentive Pay</u>					
Day Shift Premium	4.0%				
Company Officer / FMO	5.0%	6.0%	7.0%		
TECH OPS - Team Member	2.0%				
TECH OPS – Instructor Cert.	1.0%				
King County ODA Certificate	0.5%				
Associate’s Degree	1.5%				
Bachelor’s Degree	2.0%				
Master’s Degree or higher	2.5%				
Technical Staff Assignment	1.5%				
BLS Run Review QI Assignment	1.5%				

- *In the event that the post-retirement medical benefits are reduced or eliminated, the wage scale for new and lateral Firefighters shall revert back to the three-year progression that was part of the 2011-2014 Collective Bargaining Agreement. In addition, the pay scale for lateral Firefighters shall be amended to 90% for months 0 – 12 and 100% thereafter. A reduction in post-retirement medical benefits shall be an automatic reopener for the wage progression only.

- The position of Acting Driver/Engineer will receive specialty pay only when assigned to that position.

Section E Specialties include Paramedic certification (PM), Fire Prevention assignment (FP), and Driver/Engineer (DE) assignments.

The day shift premium shall be applied to an employee's salary when he/she is temporarily assigned to a day shift position or another special assignment as appointed by the Fire Chief or designee. Shift premium pay does not apply to employees assigned to days as a result of a light duty assignment.

A 4% premium shall be applied to Paramedics who, by mutual agreement, make a lateral transfer out of the Medic Program to an Officer's position and maintain their Paramedic certification.

Section F Aid Car Premium

All employees working regular hours on a dedicated aid car shall be paid a \$2.10 hourly aid car premium.

Section G If the PIO or CSO pay rate meets or surpasses that member's current rate of pay with the included day shift premium, that member shall be paid the higher rate of pay and forego the day shift premium.

EXAMPLE:

If a Lieutenant accepts a position as PIO and is making 117% of top step Firefighter, then he/she would not be forced to drop down to 108% as identified in the wage scale matrix. The employee would be frozen at the 117% pay rate until annual adjustments to overall wages "caught up" with the 9% difference. However, the move would also result in a reduction in rank because the PIO position does not hold an assigned Lieutenant rank.

Article 27: Longevity Pay

Section A Longevity pay shall be applied to the employee's base salary based on LEOFF2 service credits as follows:

<u>Years of Service</u>	<u>Longevity Pay</u>	
0 Years	0%	Top Step Firefighter Pay
5 Years	2%	Top Step Firefighter Pay
10 Years	4 %	Top Step Firefighter Pay
15 Years	6%	Top Step Firefighter Pay
20 Years	8%	Top Step Firefighter Pay
25 Years	10%	Top Step Firefighter Pay
30 Years	12%	Top Step Firefighter Pay
35 Years	14%	Top Step Firefighter Pay

Employees who reach twenty (20) years of service prior to January 1, 2015 may elect to receive 15% longevity pay for sixty (60) months (pursuant to the 2011-2014 CBA); shall receive that pay for a period not to exceed sixty (60) months from the date the 15% longevity pay started or December 31, 2019 (whichever is earlier). LEOFF service credits shall apply to these individuals as well.

Article 28: Replacement Shifts and Overtime Compensation

Section A Replacement Shifts

When a vacancy is created by vacation leave, sick leave, school, disability leave, or any other reason which lowers the shift below the Department's established minimum staffing level as defined in Administrative Policy 127, it shall be filled utilizing replacements consistent with Administrative Policy 136.1.

- a. Qualified employees assigned to day shift shall be eligible to fill replacement shifts up to twenty (20) hours per month during their regular forty (40) hour work week. This shall not preclude them from filling shifts in non-routine situations such as classes and meetings or as a regular overtime shift replacement outside of their regular forty (40) hour work week.
- b. Employees filling replacement shifts shall be entitled to overtime pay at the rate of time and one-half their hourly rate of pay, or time and one-half the starting rate of pay for the position filled, whichever is greater.

Section B Overtime

An employee shall be entitled to overtime pay at the rate of time and one-half the employee's regular hourly rate of pay under the following conditions:

- a. When the employee is required to work beyond the employee's regular shift, he/she will be compensated for a minimum of thirty (30) minutes at time and one-half. Further compensation will be in increments of fifteen (15) minutes.
- b. When an off-duty employee is required or toned-out to respond to an emergency or service call, he/she will be compensated with a minimum of two (2) hours of overtime pay. This shall also include employees that have arrived for an overtime shift that has been canceled.
- c. When an off-duty employee is required to attend meetings or be on standby at court on behalf of the Department, meetings such as staff meetings, run review, special drills, CBT class, or other such meetings, he/she will be compensated for a minimum of two (2) hours of overtime.
- d. When an off-duty employee is required to attend Paramedic Tuesday Series, or assigned to teach a CPR or CBT Class, he/she will be compensated for a minimum of four (4) hours of overtime.

- e. When an off-duty employee is scheduled to instruct a class on behalf of the Department, he/she shall be compensated for actual hours instructing and reasonable preparation and clean-up time with a two (2) hour minimum.

Section C Compensatory Time

Any employee entitled to overtime pay under this Article may elect to receive compensatory time at the rate of time and one-half in lieu of monetary payment at the same rate. Compensatory time may be accrued up to a maximum of ninety-six (96) hours. Compensatory time shall be allowed to be carried over from one year to the next. Upon termination or retirement, employees shall be compensated at their regular hourly rate of pay for all compensatory hours accrued.

Compensatory time shall be taken off in accordance Administration Policy 108.

Each employee's bank of compensatory time will be maintained at a maximum balance of ninety-six (96) hours or less using the following process:

The maximum balance of ninety-six (96) hours will be calculated by applying compensatory time *as it is earned* minus all pre-approved and scheduled compensatory time off (within the current calendar year).

When an employee cancels compensatory time, the time will be added back in to the employee's bank of compensatory time. In circumstances when the cancellation of compensatory time off results in a balance exceeding the maximum allowable hours, one of the following shall occur:

- The employee shall (at the same time of cancellation) request and receive approval for compensatory time off to reduce the compensatory bank to at or below the maximum ninety-six (96) hours.
OR
- All excess hours will be automatically processed for payment to the employee within the next 45 days.

Section D Hobo Pay

Hobo pay is authorized for a short-notice move of employees from their previously assigned station to an alternate station. This applies to contractual (regular and debit) shifts. Short-notice is defined as *after an employee's last shift worked*.

When reporting to assigned station and the employee is subsequently re-directed to another station prior to 0800 hours, the employee will be compensated for thirty (30) minutes minimum of overtime. If the employee or supervisor chooses to wait until 0800 hours to relocate, the employee

holding over will be compensated for thirty (30) minutes minimum of overtime.

An employee working consecutive shifts at different stations shall remain on the payroll while traveling between stations.

Trades will not create a situation where compensation is required except for employee relocations during the middle of his/her shift.

When an employee is required to relocate to a different station during the middle of his/her shift and a Department vehicle is not available, he/she shall be compensated at a rate of \$10.00 in lieu of mileage allowance.

Article 29: Specialty Assignments and Pay

Section A Technical Staff Assignments

Specific technical staff assignments, as listed below will be compensated at 1.5% of top step (100%) Firefighter base wage. These assignments will be filled with top step Firefighters without specialty who have completed at least thirty-six (36) months of service with the Shoreline Fire Department. EXCEPTION: Peer Fitness Trainers may hold any rank. However, if a Peer Fitness Trainer is permanently assigned to a non-24-hour shift, a new Peer Fitness Trainer shall be appointed.

By December 1 of each year, the Department or Union may have a reopener of Section A, Technical Staff Assignments, to add or remove a specific assignment. However, the number of technical staff assignment positions shall not fall below 10.

Technical Staff Assignment List:

SCBA Technician	2 Firefighters
Radios	1 Firefighter
Pagers	1 Firefighter
Maps	1 Firefighter
Pre-Fire Plans	1 Firefighter
Peer Fitness Trainers	4 Employees

When a technical staff assignment vacancy occurs, qualified Firefighters must request the assignment by submitting a written application to their Battalion Chief. With oversight provided by a Local 1760 Labor Representative, Battalion Chiefs will review all applications and appoint selected applicant(s).

Employees shall maintain their assignment until such time as they are promoted to a higher rank or specialty above top step Firefighter, the technical staff assignment is eliminated, or until they resign from the assignment.

Section B Technical Rescue Team

The Technical Rescue Team (TRT) shall consist of twenty (20) employees plus the Suppression Captains. The twenty (20) employees may be made up from top step Firefighters, Driver/Engineers, Lieutenants and Paramedics who have completed thirty-six (36) months of service with the Shoreline Fire Department. The Technical Rescue Team employees must maintain all five disciplines: RS1, RS2, Rope, Confined Space, and Trench Rescue Technical Certifications.

Employees shall be compensated at 2% of top step Firefighter base wage.

TRT employees who acquire an instructor certification for rope, confined space and trench rescue shall be compensated an additional 1% of top step firefighter base wage. No more than eight (8) TRT employees shall be authorized to receive this benefit. When an opportunity exists for team employees to receive this benefit, it shall be filled in the same manner as team employee appointments.

When vacancies occur, they shall be filled by employees who meet the requirements set forth in OPS 225, Technician Level Qualifications – Technical Rescue Team. The Suppression Captains will review the application(s) with oversight by a Local 1760 Labor representative and successful applicants will then move on to a scored skills assessment score. Appointment to the team will be based on their skill assessment.

Section C Training Division Assignments

Training Division assignments shall consist of one (1) Battalion Chief (BC of Training), one (1) Suppression Company Officer (Captain Training Officer), and one (1) Paramedic or Medical Services Officer (EMS Training Officer). Employees shall be assigned to the Training Division on a staggered three (3) year rotating basis. Any employees working in the Training Division prior to January 1, 2018 shall only be required to serve two (2) years in the Training Division.

Upon an opening in the Training Division, interested individuals will provide a resume and letter of intent to perform the duties. In addition, a peer evaluation shall be conducted and a ranking shall be established in which a rule of three's interview will be conducted to make the appointment. Each applicant will provide a commitment of a minimum of three (3) years; however, the three (3) year commitment may be extended or reduced through mutual agreement between the Union and Department. If no individuals apply for a Training Division position, then the Department will assign the position(s) based on reverse seniority within the vacant position(s) to be filled as long the individual has held the rank of Company Officer or Paramedic for five (5) years.

The Department and Union agree that the total number of Suppression Company Officers shall be fourteen (14) consistent with Article 26 Wage Matrix.

If a Captain or MSO is assigned to Training then the vacant Captain and/or MSO position(s) on shift shall be filled according to Article 24 - *Working Out of Classification*.

An employee leaving a Training Division assignment by his/her own decision shall have his/her pay "frozen" if he/she worked in the position for a minimum of thirty-six (36) months including the Training Captain who is leaving the

Training Division on December 31, 2017 (24 months if the assignment began prior to January 1, 2018). If the Department reassigns the employee prior to thirty-six (36) months, not at the employee's request, the wage shall also be frozen. The pay that is frozen is the position pay and Training premium. The employee shall not receive any wage or cost of living increases until his/her wage for the reassigned position catches up. If a Training Captain returns to a Lieutenant position and qualifies for the TRT premium, then that premium shall be included in the computation of pay that applies towards the frozen amount. This is due to the Captain pay already including the TRT premium. EXAMPLE: an employee is making 135% as a Training Captain, rotates back to a Lieutenant position at 117%, but also qualifies for TRT premium of 2%. The Lieutenant's pay would be frozen at 135%, but would be calculated at 119% for comparison. When the 119% increases to the 135% through future adjustments, then the employee would receive raises again.

Section D Company Officer Assignment to Fire Prevention

One Company Officer shall be assigned to Fire Prevention on an annual rotation. However, the one (1) year assignment may be extended by mutual agreement between the Union and Department. The Company Officer assigned to Fire Prevention will report to the Fire Marshal. The Company Officer assigned to Fire Prevention shall receive a premium consistent with the Article 26 Wage Scale Matrix. The employee shall have his/her position pay plus the premium frozen upon completion of at least twelve (12) months in Fire Prevention and the employee has received his/her Inspector I qualification. Once reassigned, the employee shall not receive any wage or cost of living increases until his/her wage for the reassigned position catches up.

The intent of this position is to increase the awareness and education of the Company Officers where it relates to codes and compliance, maps, pre-fire plans, MDCs, and hydrants. The Company Officer assigned to Fire Prevention will oversee the Firefighters who have been assigned the maps and pre-fire plans technical staff assignments.

Company Officers shall apply for this position by October 1 of each year for the following calendar year. The assignment shall be given to the Company Officer with the most time in grade.

If no Company Officers apply for this position, then the Company Officer with the least amount of time in grade who has completed two years in grade shall be assigned to the position. If, after one year the same situation occurs, the second least time in grade Company Officer will be assigned the position. The same process will be followed for the following year if no Company Officers apply for the position. If no Company Officers apply for this position and the Company Officer who held the position the previous year agrees to stay in the

position, his/her premium pay shall be increased consistent with the Article 26 Wage Scale and frozen in a similar matter as above after leaving the division.

Section E Employees shall be afforded the opportunity to go back to 24-hour shift work for two years before being required to work in another day shift assignment.

Section F Administrative MSO

The Administrative MSO position is selected for a three-year rotation from our hard bar MSO's. The position is filled utilizing a letter of interest submitted no later than October 1 of the year of rotation for the position. Applicants must have completed three years as a hard bar MSO. Each applicant will provide a commitment of a minimum of three (3) years; however, the three (3) year commitment may be extended or reduced through mutual agreement between the Union and Department. Any employee working as the Administrative MSO prior to January 1, 2018 shall only be required to serve two (2) years in the position. The position will be compensated consistent with the Article 26 Wage Scale Matrix.

The position will report to the AC-EMS and focus on BLS and ALS regional operational and quality improvement (QI) issues. The position will manage all key performance metrics as required by KCEMS and our Department. This position is responsible for managing the BLS QI initiatives for our ALS service area, as well as overseeing ongoing EMS purchasing activities.

This position may replace the on-duty MSO or Paramedic positions up to twenty (20) hours per month of their regular hours for required EMS training activities.

Section G BLS Run Review QI Assignment

BLS Run Review (BLS/RR) assignments are assigned to Paramedics who have a minimum of one-year time in grade in the medic program. Typically, the BLS/RR assignments are for one employee per shift, per BLS agency for our ALS service area. Some agencies may be combined due to smaller run volume. The BLS/RR position is an annual assignment made by the Administrative MSO in coordination with the AC-EMS and one Labor representative.

Section H Public Information / Education Officer PIO/PEO

All members who have completed three years of service are eligible to apply for the PIO position. The PIO reports to the AC-EMS as part of the Community Outreach Division. The PIO is not required to maintain his/her firefighting requirements unless he/she wants to maintain eligibility to work in a suppression position. The PIO must maintain his/her State EMT certification.

There is no on call or residency requirement for the PIO. When the PIO responds to an emergency scene at the request of the IC, he/she shall be compensated at a minimum of four (4) hours of overtime.

If no candidates are chosen from the current uniformed labor group, the Department may elect to fill the positions from external candidates who meet the qualifications as outlined in the job description.

The PIO position will be compensated consistent with the Article 26 Wage Scale Matrix.

Section I Community Services Officer CSO

All members who have completed three years of service are eligible to apply for the CSO position. The CSO reports to the AC-EMS as part of the Community Outreach Division. The CSO serves as the lead position for the regional Community Medicine Team (CMT) under the umbrella of our Mobile Integrated Health (MIH) program. The CSO is required to maintain his/her firefighting requirements as well as his/her State EMT Certification.

There is no on call or residency requirement for the CSO.

If no candidates are chosen from the current uniformed labor group, the Department may elect to fill the positions from external candidates who meet the qualifications as outlined in the job description.

The CSO position will be compensated consistent with Article 26 Wage Scale Matrix.

ARTICLE 30: Holiday Time Off and Holiday Pay

Section A Department Holiday Schedule – Day Shift

The following dates are recognized as legal holidays and shall be observed by Department employees working the day shift schedule:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Floating Holidays (2)	To be taken within the calendar year

Section B Holidays – Four-Platoon Shift

All employees working a four-platoon shift shall have their yearly scheduled contractual work hours reduced by one hundred forty-four (144) hours in lieu of the above listed holidays in 2018 and 2019, and by one hundred twenty (120) hours in 2020 and every year thereafter. Employees hired during the calendar year after January 1 shall have their holiday hours pro-rated at twelve (12) hours per month for auditing and scheduling purposes in 2018 and 2019 and by ten (10) hours per month for 2020 and thereafter.

Section C Holiday Pay – Four-Platoon Shift

All employees scheduled to work a four-platoon shift on Christmas Day between the hours of 0000 hours and 2400 hours shall receive two (2) times their base hourly rate of pay for those hours worked.

Employees working overtime on any of the holidays listed below shall be entitled to overtime pay at the rate of double time their hourly rate of pay, or double time the starting rate of pay for the position filled, whichever is greater. Employees working mandatory OT on a holiday shall receive triple time their rate of pay. These pay rates shall be for the shift day 0800-0800.

Holidays for the purposes of this section shall be:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in Nov.
Christmas Eve	December 24
Christmas Day	December 25

Section D Holidays – Day Shift

Holiday time off for forty (40) hour week employees shall be based on calendar days. Employees shall receive a full day off with compensation for each Department holiday, without the use of optional time off, regardless of the shift arrangement being worked.

In circumstances when an employee's regularly scheduled day off falls on a Department holiday, another day shall be scheduled as the employee's holiday time off within the calendar year. Requests to reschedule holiday time off must be approved in advance by the employee's supervisor or designee using the appropriate form.

ARTICLE 31: Sick Leave

Section A Sick Leave Accrual

Employees enrolled in the LEOFF2 Retirement System will accumulate sick leave as follows:

- a. Employees assigned to the four-platoon shift shall accumulate paid sick leave at the rate of eighteen (18) hours for each full month of service to a maximum of 1488 hours. A maximum of 1272 hours of accumulated sick leave may be carried over each succeeding year.
- b. Employees assigned to day or training shift shall accumulate paid sick leave at the rate of fourteen and one half (14.5) hours for each full month of service up to a maximum of 1488 hours. A maximum of 1272 hours of accumulated sick leave may be carried over each succeeding year.
- c. Sick leave shall not accrue during layoff, unpaid leave of absence or when utilizing the Leave of Absence Article 34.

Section B New employees will be granted two hundred sixteen (216) hours of sick leave at their time of hire, but will not accrue further sick leave consistent with Section A until starting their 13th month of employment.

Section C Temporary Duty Disability (TDD) – Wellness Exam Participants

Due to the retirement of the Department’s main wellness exam provider, all employees shall have their allowable time to complete their wellness exam extended until March 30, 2018 or eighty-nine (89) days after ratification of this contract, whichever is later.

When an employee completes the *full* wellness exam (physical, hearing and TB test) in a given calendar year and he/she experiences TDDs in the subsequent year, he/she will be covered for a period of time not to exceed a total of six (6) months (182 days) at his/her current rate of pay. This shall be accomplished through a combination of Labor and Industries time loss payments with the balance supplemented by the Department to make the employee whole. Such supplement shall not be charged against the employee’s sick leave. During the Labor and Industries’ approved time loss, the employee shall continue to receive benefits. When an employee completes the *annual* wellness physical off duty, he/she shall be paid three (3) hours of overtime.

When an employee completes the *modified* wellness exam (physical, hearing and TB test) in a given calendar year and he/she experiences TDDs in the subsequent year, he/she will be covered for a period of time not to exceed a total of three (3) months (91 days) at his/her current rate of pay. This shall be

accomplished through a combination of Labor and Industries time loss payments with the balance supplemented by the Department to make the employee whole. Such supplement shall not be charged against the employee's sick leave. During the Labor and Industries' approved time loss, the employee shall continue to receive benefits. When an employee completes the *modified* annual wellness physical off duty, he/she shall be paid one and one half (1.5) hours of overtime.

Using DRS Method 1, the Department shall report full monthly salary and service credit for all LEOFF2 employees receiving wellness program supplement during periods of TDD. The required member contributions shall be deducted from the employee's monthly paycheck upon receipt of notice of the time loss payment. In circumstances where the employee receives combined time loss payments for periods in excess of one month, the contributions shall be deducted over several consecutive months. The contribution shall be processed as a post-tax deduction. *Reference: DRS Employer Notice: 17-007*

If the TDD exceeds the wellness supplement period, then the Department shall provide additional supplement in accordance with RCW 41.04.500 using the approved Form. DRS Method 1 will not be applied and actual reportable hours and compensation shall be recorded with the Department of Retirement Systems. Prior to retirement, the employee shall have the option to contact the Department of Retirement Systems directly to purchase up to twenty-four (24) months of additional service credit, of which six (6 months) is interest free.

SPECIAL NOTE: Employer contributions to the disability leave supplement provision do not qualify as basic salary and are not reportable; however, accrued leave hours are reportable.

Section D Temporary Duty Disability (TDD) – No Wellness Exam

Employees not completing either wellness exam in a given calendar year who have a TDD in the subsequent year shall be supplemented by the Department in accordance with RCW 41.04.500 to make their gross monthly base pay check whole. However, the employee shall use accrued paid leave hours to supplement the time loss. Actual reportable hours and compensation shall be recorded with the Department of Retirement Systems. The employee shall have the option to contact the Department of Retirement Systems directly to purchase up to twenty-four (24) months of additional service credit, of which six (6 months) is interest free. During the Labor and Industries' approved time loss, the employee shall continue to receive benefits.

The *full* wellness exam, *modified* wellness exam, and time loss supplement forms may be updated and/or changed by mutual agreement of the Labor Management Committee.

A new employee will be covered during his/her first and second calendar year of employment as though he/she completed the *full* wellness exam. To be covered during the third year of employment, the new employee will need to complete either wellness exam.

Section E Sick Leave Usage

Sick leave shall be granted for the following:

- a. Personal illness, injury, or incapacity of the employee, including any related emergency care.
- b. Enforced quarantine of the employee by a public health official.
- c. Care of a dependent child under the age of 18 or a disabled adult child with a health condition that requires treatment or supervision.
- d. Emergency care or preventative care of a dependent child under the age of 18 or a disabled adult child.
- e. Care for a pregnant spouse or child who is incapacitated. This may include prenatal examinations.
- f. Scheduled doctor appointments which, due to circumstances, cannot be scheduled while off duty.
- g. Maternity leave for an expectant mother.
- h. Any other leave allowed by the Washington Family Care Act, Washington Family Leave Act, and/or FMLA.

Section F In circumstances when sick leave is not pre-approved, an employee must immediately notify his/her supervisor when taking or going out on sick leave. Failure to make prompt notification may result in denial of sick leave pay.

In the interest of employee and shift team safety, sick leave utilization by an employee that exceeds forty-eight (48) hours (24-hour shift employees) or forty (40) hours (day shift employees) for the preceding twelve (12) month period shall be subject to review.

The Fire Chief may also require an employee to obtain a written certification of the employee's condition and ability to perform the full-scope responsibilities of the employee from the Department's designated physician. Time spent obtaining physician verifications will be counted as sick leave time and not subject to overtime pay.

The Fire Chief or designee has full authority to require an employee, who

shows signs and/or symptoms that they may be unfit for duty, to see a physician. An employee found to be unfit for duty will be placed on sick leave or disability. An employee found to be fit for duty will not be debited with any sick leave used to determine fitness for duty.

Section G Sick Leave Incentive

On January 1 of each year, employees with sick leave balances over the maximum allowable carry over amount of 1272 shall have their sick leave balance reduced to the maximum allowable carry over amount. The amount of hours the employee's sick leave balance is reduced shall be paid at 50% of his/her hourly rate of pay into the 401(a) Plan by February 15. The hourly rate of pay will be the rate which the employee was paid on December 31 of the previous year.

Employees whose sick leave balance is over 1272 hours on January 1, 2015 (employees who were grandfathered into the previous no-cap sick leave accrual method):

Shall be paid 50% of their hourly rate of pay into their 401(a) Plan by February 15, 2016 for the preceding year's sick leave net increase. If the employee used more sick leave than was accumulated, no payment into the 401(a) Plan shall occur. The maximum payment may only reduce the employee's sick leave balance to 1272 hours. The hourly rate of pay will be the rate which the employee was paid on December 31 of the previous year.

This computation method shall be used in subsequent years of the CBA.

Section H Retirement

Upon LEOFF retirement (does not include termination for cause), employees shall have 50%* of any unused sick leave hours remaining in their sick leave bank converted to a dollar value and contributed to either their WSCFF Health Care Trust MERP account or their HRA VEBA or equivalent health care trust account recognized by IRS code 501(c)(9). The conversion rate will be 50%* of their actual sick leave hours at the time of retirement times their final base hourly rate of pay.

*The 50% numbers in the above paragraph will be 85%, 75%, and 65% for up to four employees annually who retire in 2018, 2019, and 2020 respectively. If more than four employees submit for retirement, then the four highest seniority employees will be chosen. The submittal of intent to retire will be consistent with the Post-Employment Medical Benefits Program. Any employee that takes advantage of this option is not eligible for the Post-Employment Medical Benefits Program. Exception: By February 1, 2018 employees shall notify the Department of their intent to retire in 2018 and still be eligible for either of the above options.

*The 50% numbers in the above paragraph will be 75% for any employee who does not qualify for the Post-Employment Medical Benefits Program and has at least twenty (20) years of LEOFF service credits.

In the event of a line of duty death, employees shall have 100% of any unused sick leave hours remaining in their sick leave bank converted to a dollar amount based upon their hourly rate of pay. That amount shall be paid to their Department of Retirement Systems beneficiary(s).

ARTICLE 32: Vacation Leave

Section A Vacation hours shall be accrued monthly based upon the following schedule and shall become available for use on January 1 of the following year.

2018 MONTHLY ACCRUAL RATE		
Years of Service	Day Shift	Four Platoon Shift
0	7 hours	10 hours
1	8 hours	12 hours
2	10 hours	14 hours
3	12 hours	16 hours
4	16 hours	18 hours
9	18 hours	20 hours
14	20 hours	22 hours
19	21 hours	24 hours
24	22 hours	26 hours
29	23 hours	28 hours

2019 AND 2020 MONTHLY ACCRUAL RATE		
Years of Service	Day Shift	Four Platoon Shift
0	7 hours	12 hours
1	8 hours	14 hours
2	10 hours	16 hours
3	12 hours	18 hours
4	16 hours	20 hours
9	18 hours	22 hours
14	20 hours	24 hours
19	21 hours	26 hours
24	22 hours	28 hours
29	23 hours	30 hours

Section B Upon termination, employees shall receive payment for unused and accrued vacation determined by the actual number of months worked, at his/her hourly rate of pay.

Section C Scheduling of vacations shall be based upon the needs of the Department and will be done in an equitable manner for the employees concerned within the mutually agreed upon Administrative Policy 108.

Section D Employees shall be allowed to carry over up to 96 hours of vacation for Platoon shift employees and 80 hours for day shift employees. Carried over hours will be available to use on January 1 of the following year. By September 1 of each year employees shall schedule any hours in excess of 96/80 within the current calendar year.

Section E Employees that intend to retire before July 1 of the following year may carryover vacation hours equivalent to one year of accrual provided that the employee submits notice to retire prior to September 1 of the current year.

EXAMPLE:

SAMPLE CALCULATIONS FOR A 10 YEAR EMPLOYEE

Vacation accrued in 2017 for 2018	216
Maximum carryover from 2017 to 2018	48
Additional lump sum hours to be used in 2018	24
Total hours for 2018	288

Vacation accrued in 2018 for 2019	240
Maximum carryover from 2018 to 2019	96
Additional lump sum hours to be used in 2019	24
Total hours for 2019	360

On 9/1/19 employee submits for retirement effective 7/1/20

Vacation accrued in 2019 from January 1 to June 30	132
Maximum carryover from 2018 to 2019	240
Total hours for cash out on 7/1/20	372
Hourly Rate	\$56.50
Total cash out at retirement	\$21,018

Section F Employees will have the option to cash out up to 48 hours of accrued vacation for Platoon Shift employees and 40 hours for Day Shift employees. The employee will need to submit his/her request for vacation cash out to payroll by October 1 of each year. The vacation hours will be cashed out at the employee's hourly rate of pay as of October 1 and contributed to his/her 401(a) by January 1 of the following year.

Section G Effective January 1, 2018, every employee shall receive one additional lump sum day of vacation.

Section H Effective January 1, 2019, every Platoon shift employee shall receive one additional lump sum day of vacation.

ARTICLE 33: Bereavement Leave / Home Emergency Leave / Paternity Leave

Section A Bereavement Leave

All 24-hour shift employees shall be allowed up to forty-eight (48) hours* of Bereavement Leave, and all-day shift employees shall be allowed up to forty (40) hours of Bereavement Leave from the date of occurrence, to be used within thirty (30) calendar days. Additional time off will be reviewed by the Fire Chief or designee and may be approved on a case-by-case basis.

Bereavement Leave is defined as time off for a death in the employee's immediate family as defined below per [RCW 42.17A.005](#).

Immediate Family is defined as an employee's spouse or domestic partner, child, stepchild, grandchild, parent, stepparent, grandparent, brother, half brother, sister, or half-sister of the employee and the spouse or the domestic partner of any such person. In addition, a child, stepchild, grandchild, parent, stepparent, grandparent, brother, half brother, sister, or half-sister of the employee's spouse or domestic partner and the spouse or the domestic partner of any such person.

*For 24-hour shift employees, an additional twenty-four (24) hours will be allowed off if a work back day or trade is scheduled in the five (5) days preceding or five days (5) following one complete rotation (48 hours) that is taken off on Bereavement Leave.

Section B Home Emergency Leave

All employees shall be allowed one occurrence of Home Emergency Leave annually. The intent of Home Emergency Leave is to allow the employee time off using vacation or compensatory time for emergencies as described below. Twenty-four (24)-hour shift employees shall be allowed up to twenty-four (24) hours and all-day shift employees shall be allowed up to one (1) work shift of Home Emergency Leave annually

*Home Emergencies are defined as *an emergent home crisis, emergent or pending damage to the home, personal property and/or the inability for the employee to travel to work due to storm, fire, flooding, earthquake or other similar accidents or acts of nature where advanced planning could not have mitigated the employee's work obligation.**

It is expected that, if possible, the employee shall return to work after the emergent situation has been stabilized.

If the employee does not have accrued leave, then the hours will be deducted from the following calendar year's vacation bank. If the employee requires additional time to stabilize the home emergency, and cannot arrange for a trade, the employee will be granted the use of other optional time off by the

Fire Chief or designee. Other situations not specifically covered in this article will be reviewed by the Fire Chief or designee and may be approved on a case-by-case basis.

Section C

Paternity Leave

All 24-hour shift employees shall be allowed up to twenty-four (24) hours of paid Paternity Leave annually, and all-day shift employees shall be allowed up to two (2) work shifts of paid Paternity Leave annually for the birth or adoption of their child. The Paternity Leave shall be used no later than thirty (30) days after the birth or adoption of the employee's child.

ARTICLE 34: Leave of Absence

- Section A Employees with five (5) years of service or more may apply for a leave of absence from the Shoreline Fire Department. Leaves of absence (LOA) will be granted at the sole discretion of the Fire Chief, based on the operational needs of the Department.
- Section B LOA will not be longer than one (1) year.
- Section C Employees on LOA will not receive any salary and benefits during their absence. Further, employees on LOA will not accrue seniority, time in grade (related to promotions), will not be eligible for any overtime, will not be eligible for promotion, and will not receive any other benefit that they otherwise may have been the beneficiary of during their LOA. Accrued vacation and/or sick leave hours may be converted to health care benefits at the employee's request. Otherwise, per COBRA law, employees may elect to stay on the Department plan provided it is done at the employee's own expense. During LOA, the employee will be exempt from Article 5 and will be responsible for paying dues directly to Local 1760.
- Section D Upon the employee's return to duty, in accordance with Administrative Policy 142, the employee will be placed back at his/her last held position or assignment and will resume the accrual of salary, benefits, seniority and other such privileges/responsibilities as other full-time employees per the terms of this contract and Department SOP's. An audit will be conducted to ensure that the employee meets his/her obligation under the terms of this agreement for any remaining time in the calendar year of his/her absence. The Department longevity list will be updated with the employee's loss of seniority.
- Section E In no case will a LOA result in the permanent appointment/promotion of any employee filling a vacancy for an employee on LOA. Article 24 of this agreement is waived as it relates to the nine (9) month period at which promotions shall occur.
- Section F This Article shall not apply to individuals who remain employees or contract employees of the Shoreline Fire Department.

ARTICLE 35: Jury Duty

Section A The Department agrees to allow time off with no loss of pay or benefits for any employee selected for jury duty regardless of the number of days involved based on the following criteria:

- a. An employee that is scheduled to work the night before the required day to report for service shall be released from duty at 2000 hours.
- b. An employee asked to report for jury duty but not assigned to a jury will return to work after being released each day as soon as practical.
- c. An employee seated on a jury is exempt from returning to work until such a time that they have been released from service.
- d. An employee assigned to a jury which spans a weekend or holiday shall be required to work all assigned shifts during that span with the exception of the 12 hours preceding the next scheduled jury duty day.

Section B Any funds received for jury duty while on-shift, exclusive of mileage reimbursement, will be returned to the Department.

Section C The following documentation is required for jury duty and shall be submitted to Human Resources:

- Jury Summons (turned in prior to service)
- Compensation documentation
- Release from service documentation (provided from the court)

ARTICLE 36 Medical and Dental Insurance

Section A Medical coverage shall be provided in accordance with the prevailing laws of the State of Washington.

Section B The Department shall pay 100% of the applicable premium costs per month for employee, spouse, domestic partner (as defined by LEOFF Health and Welfare Trust) and eligible dependents for the LEOFF Health & Welfare Trust (LEOFFT) Plan B, a high deductible medical insurance plan.

Employees shall receive a monthly contribution to their HRA VEBA account equal to \$166.67 if single and \$333.33 for employees with a spouse, domestic partner, and/or dependents. The Department shall make the HRA VEBA contributions on a monthly basis. If an employee leaves employment mid-year he/she will receive a prorated amount of the yearly contribution equal to the number of months he/she worked. Employees hired in the middle of a month will also receive prorated contributions.

Union and Management agree that a Labor/Management committee will provide continued oversight and evaluation of health care issues including health care savings vehicles, such as but not limited to HSA's, HRA's and FSA's that may be incorporated into medical coverage offered by the Department. Either party may open this Article. If there are any changes to be made, then the decision will be agreed to by November 15 of the current year. If no decision is reached by November 15, then this Article will remain status quo.

Section C The Department agrees to pay 100% of the applicable premium costs per month to the LEOFF Health & Welfare Trust Dental Plan 2 for all full-time employees, their spouse, domestic partner, and their dependents during the term of this Agreement.

ARTICLE 37: LEOFF2 Long-Term Disability Insurance

Section A The Department shall contribute \$500 per year per represented employee as wages for long-term disability insurance. A one-time payment shall be included in each employee's January paycheck. One hundred percent (100%) of the long-term disability policy premium chosen by the Union and the Department will be paid on a monthly basis by each employee utilizing payroll deduction.

ARTICLE 38: Health Care Trust: Medical Expense Reimbursement Plan (MERP)

Section A The Department agrees to enroll all bargaining unit employees in the Washington State Council of Firefighters (WSCFF) Health Care Trust – Medical Expense Reimbursement Plan (MERP).

Section B The monthly contribution shall be made for each employee by the Department in the amount of \$100.00 beginning January 1, 2015.

Section C Participation, consistent with MERP plan rules, shall be mandatory for all bargaining unit employees.

Section D By January 1 of each year, Local 1760 may establish a supplemental contribution rate utilizing payroll deduction consistent with MERP policy.

ARTICLE 39: 457 Plan / Deferred Compensation Program

Section A The Department shall continue to provide the current Deferred Compensation Plan(s) during the term of this Agreement. Employee participation in the Deferred Compensation Program is mandatory.

Section B The employee shall contribute a minimum of 3% of their monthly salary to deferred compensation.

ARTICLE 40: Health Reimbursement Arrangement – Voluntary Employees’ Beneficiary Association (HRA VEBA)

Section A All employees shall participate in a HRA VEBA or equivalent health care reimbursement trust account program recognized by IRS code 501(c)(9). Contributions to the HRA VEBA account shall be a set dollar amount based on Tier 1, Tier 2 or Tier 3 definitions.

On December 1st of each year, the Union shall notify the Administrative Director of the dollar amount to be applied to each tier for the following year, if changes need to be made.

The tiers are defined as follows:

Tier 1 Employees *without* dependents.

Tier 2 Employees *with* spouses and/or dependents.

Tier 3 Military Exclusion (no contribution)
Employees and/or spouses, through career military service, are and will be covered by the U.S. Government for all medical expenses.

ARTICLE 41: Life Insurance

Section A The Department shall pay the premium for each employee on a group rate for the following life insurance benefits through the WSCFF's partner, DiMartino & Associates. The cost of this program to the Department shall not exceed \$450 annually. Any costs exceeding that amount will be covered by a payroll deduction for that employee. Employees will have the option to purchase additional coverage at their own expense:

- \$100,000 Employee Life
- \$1,000 Dependent Life
- \$100,000 Accidental Death and Disability
- \$100,000 Line of Duty Death Benefit

The provider of life insurance for the Department shall be reviewed on an annual basis and compared to other programs to ensure that it is the best option available to the employees. This review will be conducted by an established insurance review committee as established by the Labor Management Committee.

ARTICLE 42: Clothing Allowance

Section A New Hires

A new employee shall receive the minimum clothing requirement for a uniformed employee (see Department's Uniform Policy Administrative 102).

After a new employee successfully completes his/her one-year probationary period, the Department will supply his/her with the appropriate Class A dress clothing. Replacement dress clothing will be the responsibility of the employee utilizing his/her clothing allowance.

Annual Clothing Allowance

Each employee shall elect to either receive an annual cash dispersal of his/her clothing allowance in his/her January paycheck each year, or to remain on the Department clothing allowance purchasing method. The annual clothing allowance amount will be \$550.00. For employees in the Fire Prevention Division and ALS Division the dollar amount will be \$600.00.

If the employee chooses not to receive the clothing allowance in his/her paycheck, then the clothing allowance will be credited to the employee's clothing account which will be debited as the employee submits qualified clothing allowance expenses. Approved clothing allowance items are listed by employee classification in Administrative Policy 102, Clothing Standards.

Items purchased on credit by the employee on a Department account will pay any cost difference exceeding their accrued clothing allowance balance via monthly payroll deduction.

Employees shall be allowed to carry over up to a maximum amount equal to two times the employee's annual clothing allowance into the following year. The clothing allowance balance shall never exceed two (2) times the employee's annual allowance.

Upon retirement, any balance up to two (2) years of accrual will be paid to the employee as a fringe benefit.

Once an employee chooses to receive his/her clothing allowance on his/her paycheck, then that employee will no longer have the option of the Department holding their clothing allowance funds. Upon ratification of this Agreement, any clothing allowance balance as of that date shall be paid to employees who choose to receive the clothing allowance in their paychecks.

Employees must decide by November 1 of each year if they are going to receive their clothing allowance on their paycheck for the following year.

Section B All protective clothing, equipment, and devices required for employees to perform their duties shall be furnished to the employee by the Department. Approved clothing items are also listed in the Department's Clothing Policy 102.

All protective clothing and devices, either supplied by the Department or purchased by the employee for on-duty use, shall conform to Washington State Vertical Standards and the Department's Clothing Policy.

Section C Maintenance
Each employee shall be responsible to wear appropriate and well-maintained clothing at all times. It shall be the employee's responsibility to provide for the maintenance and care of his/her clothing and be prepared for inspection.

Section D Department Property
All protective clothing, equipment, devices purchased by the Department shall remain the sole property of the Department. Employees are responsible for the reasonable care of all such Department clothing, equipment, and devices. Any disposal of said items shall conform to Administrative Policy 102.

Section E Wildland Equipment
All employees meeting qualifications that participate on the Wildland Fire Team shall be provided an additional one-time allowance supplement of \$250 for the purchase of protective wildland PPE as required by WAC 296-305-07012.

If an employee chooses to purchase Wildland protective equipment and protective clothing that exceeds the cost of the Department offered supplement, the employee may use his/her clothing allowance or his/her personal funds to make up the difference.

All protective equipment and clothing shall meet the 2005 NFPA 1977 standards or current standard if the above standard becomes obsolete.

The Department reserves the right to limit the Wildland Fire Team to twenty-four (24) members. When there is an opening then the member with the highest seniority that applies for the team shall be appointed.

ARTICLE 43: Education Incentive

Section A Tuition and books shall be paid by the Department upon approval of the curriculum by the Fire Chief or appointed designee. Failure to receive a passing grade of 2.5 will result in tuition being reimbursed to the Department through payroll deduction.

Section B Employees who earn degrees or certifications from a nationally accredited institution or King County Fire Officers Development Academy shall be granted incentive pay as a percentage increase of top step Firefighter as described in Article 26 wage scale matrix. Only one of the below pay increases may be applied to each employee's pay:

- King County Fire Officers Development Academy (ODA) 0.5%
- Acquiring an Associate's Degree 1.5%
- Acquiring a Bachelor's Degree 2.0%
- Acquiring a Master's Degree 2.5%

Section C The following certifications and corresponding incentive will be added onto the items identified in Section B and do not depend on achieving any of the educational levels as described in Section B:

- Completion of Management of EMS (R0150) and Advanced Leadership Issues in EMS (R0151) at the NFA .5%
- Completion of the Executive Fire Officer (EFO) program At the NFA 1.5%

ARTICLE 44: Fire Marshal's Office On-Call Compensation

Section A Fire Marshal's Office (FMO) employees meeting the requirements of SOP 300 shall be eligible to participate in the on-call program.

Section B FMO employees electing to participate shall be assigned on-call shifts on a rotating fair and equitable basis by the Fire Marshal or designee.

Section C FMO employees shall comply with all requirements of SOP 300 while assigned to an on-call shift.

Section D FMO employees while assigned to an on-call shift shall be compensated at 10% of their hourly rate of pay for only the hours of their assigned on-call shift. When called out to an event, on-call pay shall cease for the time that overtime is being earned. Should an employee fail to respond to a call during his/her assigned on-call shift, he/she shall forfeit the pay for the entire assigned shift.

Section E The following FMO employee shall have \$350.00 added to his monthly salary until separation from service with the Department or reassignment outside of the FMO:

- Todd Malo

ARTICLE 45: Electrical Use for Personally-Owned Vehicles

- Section A The Department shall allow employees, while conducting bona fide Department business or work, to charge electric and/or electric/hybrid vehicles while parked at Department-owned property where the ability to charge a vehicle is possible. The Department encourages the reduction of fossil fuel emissions and that this benefits both the environment and the employee.
- Section B Paramedics stationed in neighboring jurisdictions shall be allowed to charge electric and/or electric/hybrid vehicles only if the neighboring jurisdictions allow the charging of personally owned vehicles through a metered charging station.
- Section C The Department shall install the first metering station as part of the new Station 63 construction project. Due to the initial capital costs of installing charging stations, the Department will charge a 20 percent surcharge (20%) on the energy used to cover the capital costs on the charging stations. As demand, logistics, and finances support future charging stations, they will be added to existing facilities. Charging stations at facilities outside of the Department will be dependent on those organizations agreeing to the implementation. It is estimated that for a Chevrolet Volt to be fully charged takes approximately 23 KWH. This can be accomplished through a payroll deduction.
- Section D Personnel that wish to plug in block heaters or electric vehicles for their personal vehicles directly to an existing, non-metered outlet will be charged an appropriate rate (currently .75 KWH per hour for block heaters). There will not be a surcharge for this benefit as there is no capital costs to cover. If it can be connected to a charging station or some other meter, then there will be a 20 percent (20%) surcharge and the actual usage will be calculated and charged, replacing the .75 KWH estimate. This can be accomplished through a payroll deduction.
- Section E The Department and Union both recognize, due to a gradual installation of charging stations or meters, that some employees may have a better opportunity to take advantage of this program than others. This disparity does not represent a situation where some employees are being treated different than others, but rather a commitment over the long-term to build a program that can eventually benefit everyone.

ARTICLE 46: Term of Agreement

The term of this Agreement shall become effective January 1, 2018, unless otherwise specified herein, and shall remain in effect through December 31, 2020.

Executed this _____ day of _____, 2017.

**Shoreline Fire Department
Board of Fire Commissioners**

Local 1760, IAFF

Rod Heivilin, Chair

Gabriel DeBay, President, IAFF L-1760

Ken Callahan, Vice Chair

Doug Loeser, Vice President

Kimberly A. Fischer, Commissioner

Troy Crossley, Secretary

David Harris, Commissioner

Terrance Lewis, Treasurer

Jon Kennison, Commissioner

Matt Cowan, Fire Chief

Attest:

Secretary to the Board