



Agreement By and Between

SHORELINE FIRE DEPARTMENT

and

SHORELINE FIREFIGHTERS LOCAL 1760

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

AFL-CIO



**Collective Bargaining Agreement Representing
Fire Marshal, Battalion Chiefs, and Division Chiefs**

January 1, 2025 through December 31, 2027

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ARTICLE 1: Recognition

Section A The Department recognizes the Union as the exclusive bargaining representative for the Fire Marshal, Battalion Chiefs and Division Chiefs.

It is also recognized that employees from the Uniform CBA may also temporarily perform work covered by the Chief Officer CBA.

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.

Any members that are moving from the Uniform CBA to this CBA, that qualify for a “freezing” of wages shall still have their wages frozen as appropriate and identified in the Uniform CBA.

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 have the opportunity to 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. This will be accomplished by an "Opt In" or an "Opt Out" letter. The employee will make the choice of being in the Union or not. If opting in then each employee shall tender dues and initiation fees uniformly required as a condition of membership.

Employees opting out will knowingly not be eligible for certain benefits through affiliation with the Union. Subsequently, the employee will not have any Union dues or fees withheld from their paycheck.

Section B Non-Association

Such employees, who through the right of non-association based on bona fide religious tenants 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 that opt in to the Union shall have the opportunity to remain members for the term of this agreement consistent with applicable laws and IAFF Constitution & Bylaws.

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.
- Section D The Department agrees to allow a minimum amount of printing on Department printers for union activity.
- Section E The Department agrees to allow the Union to use a mutually agreed to office not used by an assigned officer and/or a storage room at an occupied station.

ARTICLE 8: Union Business and Trades

Section A Union Business

The Union agrees to conduct its business outside of work hours whenever possible. Union meetings may be held at Department facilities, provided they do not interfere with the Department's routine operations or overall effectiveness.

Official Union representatives may confer with on-duty Union employees during scheduled breaks, meal periods, or other periods of down time.

Employees designated by the Union President shall be granted time off—outside the provisions of Administrative Policy 108—to carry out Union-related duties, including participation in conferences, conventions, seminars, and similar events. This time off shall not result in any additional wage cost to the Department for Union business.

The total amount of paid time off for Union activities shall not exceed 144 hours per calendar year, collectively, for all represented employees.

Section B Union Leave Bank

A Union Leave Bank shall be maintained by the Department. Each month, the Department will transfer vacation leave from the vacation banks of Uniform contract employees into the Union Leave Bank. The amount transferred will be based on the number of hours approved by the Union in September for the following calendar year. For 2025, the transfer amount will be determined by the Union upon contract approval. Union leave shall:

- a. Only be approved by the Union President or designee
- b. Follow admin 108 Optional Time off and Trades for scheduling time off
- c. If there are no additional time off positions available Union Leave shall still be granted; however, the hours will be deducted at one and half (1.5) times.

Unused Union Leave hours will carry over to the following year, with a maximum accumulation cap of 1,000 hours.

Union Leave hours have no cash value and are not eligible for cash-out. Donated hours will not be returned to the individual employees who contributed them.

Section C Union Trades

The Union shall provide a replacement employee at no cost to the Department to maintain required shift staffing for each employee participating in a Union Trade. If the scheduled replacement fails to report for duty, the Union shall be responsible for any costs incurred by the Department in securing a replacement.

Section D Department Reimbursement

The Union President or their designee may approve an off-duty Union member's attendance at designated activities and will notify the Deputy Chief of Operations. The employee will be compensated by the Department through overtime. The Union shall reimburse the Department for all actual costs incurred for that employee's compensation, including salary, applicable taxes, and LEOFF2 contributions paid by the Department.

Section E Union Negotiations

The Union shall provide the Department with a list of up to six (6) employees—more may be designated with mutual agreement—who will serve as negotiators and/or observers during labor negotiations. These employees may participate in negotiations but remain subject to being called back to duty if they are unable to secure a shift trade.

ARTICLE 9: Subcontracting

Section A The Department shall not subcontract out or use computers/artificial intelligence/non-biological intelligence to perform 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 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; and
- j. Performing all other functions not expressly limited by this Agreement or law.

Section B 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 C 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, verbal by phone means or via electronic messaging..
- 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.

Section F Artificial Intelligence (AI)/Non-Biological Intelligence shall not be used in any manner in the discipline/discipline process of an employee. Including, but not limited to, analysis for discipline and/or recommendation for level of discipline.

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, Policy, and Section of the Agreement, and/or past practice, 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 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 their 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 they have 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: Seniority, Reduction in Force and Reduction in Classification

Section A Seniority

“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. 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.

If there were two different hiring groups for the same start date then seniority will be based on original offer date from the Fire Chief interview ranking.

Lateral Paramedics who were hired through the Shoreline Fire Department Paramedic testing promotional process, shall have their hire date based on the Fire Department they were hired from and considered, for seniority purposes, the employee’s hire date for the Shoreline Fire Department.

Section B 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)*. It is recognized that this might cause an employee to move from this CBA to the Shoreline Uniform CBA.

Section C Reduction in Classification

A *Reduction in Classification* is a reduction in: Fire Marshal, Battalion Chiefs and Division Chiefs.

In case of a reduction in classification, the employee’s salary shall be frozen until the employee’s salary in the new position matches or exceeds the previous position, if the employee has been in that position for at least two years.

EXAMPLE:

If a Division Chief position were to be reduced, that employee, based on their time in the classification (the most recently promoted employee would be the first employee to be reduced in classification), shall reduce to their last held position within the Shoreline Fire Department or Firefighter, whichever is higher. If a Division Chief was reduced to a Battalion Chief, then the least senior Battalion Chief would have the ability to move to a Company Officer classification in the Shoreline Firefighters

CBA, which in turn could result in other reductions and the least senior firefighter being laid off.

Section D Reduction in Force

A *Reduction in Force* occurs when the total number of employees is reduced. The employee having the least seniority in the Shoreline Fire Department based on the seniority list shall be reduced (subject to Section B of this Article)

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.

Section J Employees from Fire Department(s), listed in policy Admin 124 Promotional Guidelines that participate in Shoreline Fire Department's Paramedic testing shall be notified of this article.

ARTICLE 16: 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 13: 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 17: 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 Safety & Health Policy 517.
- Section C All employees shall participate in the Wellness Fitness Program as detailed in Safety & Health Policy 517.

ARTICLE 18: 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, shall end twelve (12) months following start of employment. Successful completion of the probationary period shall include completion of applicable first-year expectations. Excessive absences during the employee's probationary period may be grounds for extending probation. 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 their former job classification and pay.

ARTICLE 19: Promotional Positions

Section A The Fire Marshal, Operational Battalion Chief, Dayshift Battalion Chief, Training Battalion Chief, and Division Chief ranks shall be considered promotions.

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.

ARTICLE 20: 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 their 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 21: Contractual Hours

Section A General Provisions

All basic shift arrangements and duty hours are established in accordance with FLSA Section 7K (Fair Labor Standards Act, 29 U.S.C. §201).

Four-Platoon Shift

Employees on a four-platoon schedule shall work a total of 2,496 hours per year, averaging 47.8 hours per week over 52.18 weeks, using a 24-day FLSA work cycle.

Shifts are 24 hours, starting at 0800 hours, rotating as follows:

- a. 1 day ON
 - b. 1 day OFF
 - c. 1 day ON
 - d. 5 days OFF
- Additional "work back days" are scheduled as needed to meet the 2,496-hour obligation, per Administrative Policy 108.

Battalion Chiefs and Acting Battalion Chiefs, when in an acting role, are expected to report for work at 15 minutes before start of shift, which will result in the reduction of contractual hours or receive straight pay.

The reason for starting 15 minutes early is to ensure a proper tie in with the off-going Battalion Chief and to assist with any work in transitioning to the new shift.

Until the contract is ratified the tie in shall be 30 minutes and will only be for changes in BC at 08:00

FLSA Compliance

- a. The maximum number of non-overtime hours worked during a 24-day FLSA cycle shall not exceed 182 hours.
- b. Trades do not impact the FLSA hour count.
- c. Employees shall not schedule more than one debit day per FLSA cycle. If the Department schedules a debit day that causes the employee to exceed 182 hours, the excess hours actually worked will be compensated at time-and-a-half. Paid time-off does not count as hours worked when determining FLSA mandated overtime.

Note: The 24-day FLSA period does not affect other overtime obligations defined in the CBA.

Day-Shift Battalion Chiefs (DBC)

- a. Employees shall work 2,080 hours per year, averaging 39.86 hours per week over 52.18 weeks, using a 24-day FLSA cycle.
- b. Will work four (4) ten and three-quarter (10.75) hour shifts in a row on either an AB, or CD assignment to the platoon shifts, followed by four days off.
- c. Shifts will start at 0615 and end at 1700 hours.
- d. A DBC may trade with another DBC or BC, but a four-platoon assigned BC cannot work in place of a DBC.

Day-Shift

Employees shall work 2,080 hours per year, averaging 40 hours per week over a 28-day FLSA cycle.

Shifts typically start between 0600–0800 hours, with lunch breaks of 30 or 60 minutes.

Possible Schedules (at Fire Chief's discretion):

- a. Monday–Friday: 8 hours/day
- b. Monday–Thursday and alternating Fridays: 9 hours/day (M–Th), 8 hours every other Friday. (Alternate Mondays off allowed.)
- c. Monday–Thursday or Tuesday–Friday: 10 hours/day

Flexibility: Schedule variations may be approved by mutual agreement to meet position-specific needs.

Operations Day Shift

For personnel assigned to response apparatus during peak hours.

Annual work schedule: 2,080 hours, with a paid lunch, using a 28-day FLSA cycle.

Possible Schedules (adjusted to meet 2,080-hour requirement):

- a. Four 12-hour days on / four days off
- b. Four 10-hour days on/ four days off
- c. Monday–Friday: 9 hours/day

Disaster Operations Shift

In the event of a major incident, the Fire Chief or designee may declare a Department Disaster, triggering alternative work schedules for up to 72 hours, with Union notification.

If the alternative schedule is not a 24-hour shift, employees will receive the day shift premium.

If operations must continue beyond 72 hours, the Department and Union shall meet and confer to determine further scheduling.

Section B Schedule Changes

The Department shall provide at least 16 calendar days' notice for scheduling changes. Changes may occur sooner with mutual agreement. Employees recovering from duty-related disability may be reassigned as soon as medically appropriate.

Section C Annual Schedule Publication

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

Section D Trades

All shift trades shall be managed in accordance with Administrative Policy 108: Scheduling Optional Time Off and Trades.

ARTICLE 22: Working Out of Classification

Section A Short-Term Position Change (less than 60 days)

When an Officer position or other designated Department position becomes vacant due to vacation leave, sick leave, school, or other similar circumstances lasting less than 60 days the position shall be filled by qualified personnel, in accordance with *Training Policy 618 Qualification of Members for Positions/Duties*. If an overtime shift is created, the vacancy will be filled using the normal overtime procedure (refer to Administration Policy 136 Employee Overtime).

The Department shall make these replacements in accordance with *Admin Policy 136 Employee Overtime*. 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 24 Wage Scale Matrix.

If an employee is unable to or chooses not to accept a short-term position change, the Department will fill the position with another available authorized employee. Employees that do not accept the short term acting shift may not have the same acting hours at the end of the year due to passing up on opportunities to act.

Section B Long-Term Position Change

When an Officer position becomes vacant for 60 days or longer, the Fire Chief or designee, shall appoint an employee qualified in accordance with *Training Policy 618 Qualification of Members for Positions/Duties*. The appointment shall be placed no later than 30 days from the starting date of the vacancy, and/or when it becomes known that there will be a vacancy of 60 days or longer. The position is considered vacant from the first shift or partial shift the employee is on leave.

The first long-term acting position will be offered to employee with the most senior completed workbook matching the vacancy. The next vacancy shall be offered to the next person with the most senior workbook, and so on. At the start of a long-term acting position, the employee will be moved to the bottom of the list. When a person completes their workbook, they shall be placed on the bottom of the workbook seniority list, below any other employees who have already started a long-term acting position.

If a Battalion Chief 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 Long-Term Disability, 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. The exception would be if the notifications, processes, etc. exceed 30 days. If this occurs then the Union shall be notified of the delay.

Employees assigned by the Fire Chief or designee to an Acting position shall receive the hourly rate of pay for these replacements, which shall be based upon the starting pay for the position being replaced, as stated in Article 24, Wage Scale Matrix, or a minimum of 104% 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 stay on top of the applicable Long-Term Acting List for the respective position. 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 Long-Term Acting List. Multiple employees Reduced in Classification for the same position shall rotate Long-Term Acting opportunities. If the Department is unable to fill a long-term acting position with an employee who was reduced in classification, the Department shall follow the normal Long-Term Acting List.

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 complete the promotion per policy 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) who are promoted shall receive retroactive pay for the promotion from the deadline. The promotion and retroactive pay may not be nullified by the employee creating the vacancy returning after the vacancy. 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 will 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 18 Probationary Term of Employment or Promotion. 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 Company Officer is assigned a long-term acting assignment for an injured Battalion Chief. The Battalion Chief is off for nine (9) months, triggering the promotion. The Battalion Chief returns to work 80 days later. The Company Officer gets promoted after (nine) 9 months, starts their probation and then is reduced in rank back to Company Officer with two (2) months of probation and time in grade completed.

If there is a reduction of force or reduction in classification (Article 15 Reduction in Force and Reduction in Classification), 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.

Section C Training Battalion Chief

The typical term is 3 years, with flexibility by mutual agreement.

If employee leaves position after 36 months, or is forced to leave by Department prior to 36 months, then the premium pay is frozen upon reassignment until new position pay catches up.

Vacancies shall be filled per Admin Policy 124.2 Promotional Guidelines (Appointed Positions).

If there are no applicants, the assignment shall be made based on reverse classification seniority, provided the employee has a minimum of three years as a Battalion Chief. If no Battalion Chief meets the three-year requirement, the position shall be assigned to the most senior Battalion Chief.

An employee cannot be assigned if they just completed a three-year term in the Training Division.

The position is a provisional promotion as a result of their assignment to the Training Division. If a position is filled by a permanent (hard-bar) promotion, the resulting shift vacancy shall be filled through the normal promotional process.

Any changes to the number of any positions within the North King Training Consortium shall be negotiated with the Union to mitigate the impacts.

ARTICLE 23: 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 24.

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.

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

Full payroll will be processed the Monday 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 24: Wage Scale Matrix

- Section A All percentage amounts listed on the Wage Scale Matrix contained in this Article 24 are based on the Battalion Chief wage (100%) unless otherwise stated in the contract article(s).
- Section B Effective January 1, 2025, the Battalion Chief salary shall increase by seven percent (7%), to \$15,965.32 per month.
- Section C Effective January 1, 2026, the Battalion Chief salary shall be increased by two and seven tenths (2.7%), CPI-U June 2024 to June 2025 - All Users Seattle / Tacoma / Bellevue, to \$16,396.38 per month.
- Section D Effective January 1, 2027, the Battalion Chief salary shall be increased by CPI-U June 2025 to June 2026 - All Users Seattle / Tacoma / Bellevue. If CPI-U is negative there shall be no change to Battalion Chief salary.

Wage Scale Matrix:

2025 WAGE SCALE: January 1, 2025 through December 31, 2027

(5.7% COLA)

Monthly Salary: Chief Officer CBA (Fire Marshal, Battalion Chiefs, and Division Chiefs)

Rank/Grade:			
Battalion Chief			15,965.32
Percentage of Battalion Chief			100%
Hourly Rate			76.76
Training Battalion Chief	109.0%	100.40	17,402.20
Day Shift Battalion Chief	109.0%	100.40	17,402.20
Fire Marshal	110.0%	101.32	17,561.85
Division Chief	110.0%	101.32	17,561.85
Premiums and Special Pay - BASED OFF OF POSITION SALARY:			
Day Shift Premium	4.0%		
*King County ODA Certification	0.5%		
*Associate's Degree & Above	1.5%		
*Bachelor's Degree	2.0%		
*Master's Degree or Higher	2.5%		
Mgmt of EMS & Adv Leadership EMS	0.5%		
Seattle ELA	0.5%		
NFA EFO	1.5%		
ICC Fire Marshal Cert (FM Only)	0.75%		
Longevity Premiums - BASED OFF OF POSITION SALARY:			
5 Years	2.0%		
10 Years	4.0%		
15 Years	6.0%		
20 Years	8.0%		
25 Years	10.0%		
30 Years	12.0%		
35 Years	14.0%		
40 Years	16.0%		

Note: The Fire Marshal salary will remain at 106% for 2025, or \$16,923.24, and effective January 1, 2026 it shall become the 110% as shown in above matrix.

Section F Position Pay

The pay for each position listed in the wage scale matrix and is based on Battalion Chief.

Section G Short Term Acting Pay

Short Term Actors will only receive acting pay when assigned to acting position by a Battalion Chief/MSO or filling a promoted position on a general recall.

Section D Dayshift Premium

The day shift premium shall be applied to an employee's salary when they are temporarily, for up to one year, 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.

ARTICLE 25: Longevity Pay

Section A Longevity pay shall be based on Battalion Chief wages (100%) and the employee's fire department LEOFF2 entry date as follows:

<u>Years of Service</u>	<u>Longevity Pay</u>
5 Years	2%
10 Years	4%
15 Years	6%
20 Years	8%
25 Years	10%
30 Years	12%
35 Years	14%
40 Years	16%

Section B If an employee has a gap in service credits, prior to employment with the Department, their longevity date will be adjusted accordingly. A gap in service will be determined by looking at the employee's DRS Entry Date and total service credits per DRS. Upon request, an employee's service record will be evaluated and discussed between Labor and Management.

For example, if Battalion Chief Smith's DRS entry date is 8/1/2014 for a total of 132 months of service, but only has 130 service credit months per DRS, then BC Smith's longevity date would be 10/1/2014.

ARTICLE 26: 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, Apparatus Staffing – Personnel Utilization, it shall be filled utilizing replacements consistent with Administrative Policy 136 Scheduling of Employee Overtime.

- 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. See Article 30 Holiday Time Off and Holiday Pay for pay when working on a Holiday.

Section B Overtime for Non-Exempt Employees

An employee shall be entitled to overtime pay at the rate of time and one-half the employee's regular hourly rate of pay, and any amount worked past set time amounts shall receive further compensation in increments of fifteen (15) minutes, under the following conditions:

- a. When the employee is required to work beyond the employee's regular shift, they will be compensated for a minimum of thirty (30) minutes at time and one-half.
- b. When an employee has to provide another employee early relief so they can change stations they shall be compensated for a minimum of thirty (30) minutes at time and one-half. The amount of time depends on distance between stations and time of day.
- c. When an off-duty employee is required or toned-out to respond to an emergency or service call, they shall 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.
- d. When an off-duty employee is required to attend meetings in person or be on standby at court on behalf of the Department, meetings such as staff meetings, special training, or other such meetings, they shall

be compensated for a minimum of two (2) hours of overtime. When approved to attend a meeting virtually, the minimum overtime is reduced to 30 minutes.

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

Section C Compensatory Time for Non-Exempt Employees

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. Unscheduled 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 and debit compensatory time shall be used in accordance Administration Policy 108 Scheduling Optional Time Off and Trades.

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).

The maximum comp time that an employee can carry over into the following year is 96 hours. Employees have the option to schedule comp time off in the following year. Comp time scheduled off in the following year, will count towards the max the employee can rollover into the following year. Comp time hours in excess of 96 will be cashed out at the employee's current (regular) rate of pay.

All excess hours will be automatically processed for payment to the employee within 45 days of the shift that brought the balance over the max. At the end of the year, all excess hours will be cashed out immediately unless scheduled off. This will occur in the January end of the month payroll in the following 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, or accumulation of comp

time, 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, or below, the maximum ninety-six (96) hours.
OR
- Transfer the excess to their Debit Compensatory Time Off Bank
OR
- All excess hours will be automatically processed for payment to the employee within the next 45 days.

Debit Compensatory time can be accrued up to 144 hours. The hours can only be used to reduce Work Back (WB) days. They can be used for the current year, during WB scheduling, used for the next year or rolled over. Once the hours are in the WB Comp Time bank they have to be used to reduce WB days. WB Comp hours that exceed 144 hours can be cashed out or transferred. Refer to policy Admin 108, Scheduling Optional Time Off and Trades for specific details.

The maximum balance of one hundred forty-four (144) hours will be calculated by applying Debit Compensatory time as it is earned minus all pre-approved and scheduled Debit Compensatory time off (within the current calendar year).

The maximum debit comp time that an employee can carry over into the following year is 144 hours. Employees have the option to schedule debit comp time off in the following year. Debit comp time scheduled off in the following year, will count towards the max the employee can rollover into the following year.

Section D Exempt Employees

Division Chiefs will have the ability to earn “exempt time on” when required to work outside their normal schedule. The employee may elect to request straight time, hour for hour compensation for additional hours worked in a calendar year. These hours are known as “exempt time on” and accounted for in the staffing reporting system. These hours can be used to take exempt time off, or at any point during that calendar year, the employee may request reimbursement for these hours by submitting the appropriate time accounting form, along with their staffing report showing “exempt on” hours worked. The amount of hours for “exempt time on” reimbursement shall not exceed 300 hours in a calendar year, with the first 150 hours paid at time and a half (1 ½) their hourly rate. The remaining hours will be compensated at straight time.

Exempt employees may work overtime to avoid mandatory overtime when possible. They are also allowed to work overtime, when it occurs on their time

off. They shall not schedule exempt time off for the purpose of working overtime. Employees who work overtime shall be compensated at time and one-half (1 ½) their hourly rate.

ARTICLE 27: 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
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Fourth Friday in November
Christmas Day	December 25

Section D Holidays – Day Shift Annual Allotment

Day-shift employees receive 120 hours of holiday leave per calendar year. These hours are used for each recognized Department holiday. Employees hired during the year shall receive 10 hours of holiday leave per month, starting with the month of hire and will receive Department holidays off during their first month, regardless of holiday hour accrual.

Holidays on Scheduled Days Off

If a Department holiday falls on an employee's regular day off, another day off will be scheduled within the same calendar year, following vacation scheduling guidelines. This requires prior approval from the employee's supervisor.

Unused Holiday Hours

Any holiday hours not used must be scheduled like vacation and taken before the end of the calendar year.

Fire Investigators on Holidays

If an on-call Fire Investigator is deployed on a holiday, they are paid double time for all hours worked.

Section B Holidays – Four-Platoon Shift

Annual Reduction in Scheduled Hours

All employees working a four-platoon shift shall have their yearly scheduled contractual required hours reduced by one hundred twenty (120) hours in lieu of the recognized holidays. Employees hired during the calendar year shall receive

credit for the full month in which they start, with holiday hours pro-rated at ten (10) hours per month for auditing and scheduling purposes.

Christmas Day Premium Pay

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

Holiday Overtime Compensation

Employees working overtime on any of the recognized holidays shall be paid at a 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 overtime on a holiday shall receive triple time their rate of pay. These holiday pay rates apply to the 0800–0800 shift.

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
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

ARTICLE 28: Sick Leave

Section A Sick Leave Accrual

Employees enrolled in the LEOFF2 Retirement System 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. A maximum of 1,416 hours for 2025 and 1,440 for 2026 and forward of accumulated sick leave shall be allowed to be carried over each succeeding year.
- b. Employees assigned to day shift shall accumulate paid sick leave at the rate of fourteen and one half (14.5) hours for each full month of service. A maximum of 1,416 hours for 2025 and 1,440 for 2026 and forward of accumulated sick leave shall be allowed to be carried over each succeeding year.
- c. Sick leave shall not accrue during layoff, unpaid leave of absence or when utilizing Article 34 Leave of Absence.

Section B New employees will be provided with two hundred sixteen (216) hours for shift personnel 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. If the employee separates from the Department before completing twelve months of service, the initial awarded sick leave will be subject to repayment on a prorated basis.

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

When an employee completes the *full* wellness exam (physical, hearing and TB test) in a given calendar year and they experience TDDs in the subsequent year, they shall be covered for a period of time not to exceed a total of six (6) months (182 days) at their 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. The same claim that carries over to the following year may get additional time depending on the wellness exam status for that year. However, an employee cannot exceed 182 days for any single claim, even if it carries over into another year where they have more days available. However, the employee can have multiple claims in a year and receive up to a total of 182 days. When an employee completes the *annual* wellness physical off duty, they 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 they experience TDDs in the subsequent year, they shall be covered for a period of time not to exceed a total of three (3) months (91 days) at their 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. The same claim that carries over to the following year may get additional time depending on the wellness exam status for that year. However, an employee cannot exceed 91 days for any single claim, even if it carries over into another year where they have more days available. However, the employee can have multiple claims in a year and receive up to a total of 91 days. When an employee completes the *modified* annual wellness physical off duty, they 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 shall 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.

EXAMPLES: See below scenarios for examples of the benefit.

Example 1	
2019	Full Wellness exam completed
2020	182 Days available for 2020
2020	No wellness exam completed
2021	L&I Approved Claim – <u>no</u> days available for 2021

Scenario: Employee has an approved Labor and Industries claim for December 1 – 31, 2020. This is the first claim for the employee for 2020. The employee is made whole for 31 days since there are 182 days remaining for 2020. Since the employee did not complete a wellness exam in 2020 (even if they are still receiving time loss), they are not eligible for make whole in 2021. So, total days is 31.

Example 2	
2019	Full Wellness exam completed
2020	182 Days available for 2020
2020	Modified Wellness exam completed
2021	L&I Approved Claim – <u>91</u> days available for 2021

Scenario: Employee has an approved Labor and Industries claim for December 1 – April 30, 2021. This is the first claim for the employee for 2020. The employee is made whole for 31 days in 2020 (Dec 1-31) since there is still some of the 182 days remaining from 2020. While the claim is eligible for 182 days total, the employee is only eligible for an additional 91 days in 2021 since they took a modified in 2020. The total this claim shall receive is 31 days (Dec 2020), 31 (Jan, 2021), 28 (Feb 2021), 31 (Mar 2021) and 1 (Apr 1) for a total of 122 hours. This represents 31 days in 2021 and 91 days in 2021, which is the maximum available for 2021. If the employee has another claim in 2021, they shall not be eligible to be made whole since they only had a modified exam the previous year.

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 shall be covered during their first and second calendar year of employment as though they 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 When on extended sick leave, employees may be assigned to light duty according to policy Admin 118 (Assignment to Light Duty).
- Section F If an employee has an injury or illness associated with Department promotional testing or Department approved outside training the Department will support the condition as an on-the-job injury or illness.
- Section G Paid sick leave may be used for the following reasons:
- For self-care or to care for a family member:
- a. Due to a mental or physical illness, injury, or health condition;
 - b. To obtain medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
 - c. To receive preventative care.
- For absences that qualify for leave under the Domestic Violence Leave Act, RCW49.76;
- a. In the event that Shoreline Fire Department is closed by a public official for any health-related reason, or when an employee's child's school or place of care is closed by a public official for a health-related reason;
 - b. To increase the employee's or a family member's safety, when the employee or the employee's family member has been a victim of trafficking under RCW 9A.40.100; or
 - c. For family and medical leave available under federal law, state law, or local ordinance.
- For purposes of paid sick leave, a "family member" is:
- a. Child (including a biological, adopted, foster, step, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent regardless of age or dependency status);
 - b. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or state registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - c. Spouse or state registered domestic partner (including care for a pregnant spouse or state registered domestic partner and for prenatal examinations);
 - d. Grandparent;
 - e. Grandchild; or
 - f. Sibling.
- Section H Employees must notify the Department of sick leave usage per Policy Admin 110 Sick Leave, Extended Sick Leave, Disability Leave. Failure to do so may result in leave without pay or being considered absent without leave.

Section I Requesting Verification

For an employee who has used sick leave exceeding three (3) consecutive platoon shifts (24-hour shifts) or three (3) consecutive day shifts in a row (Dayshift), the Fire Chief may require verification that an employee's use of paid sick leave is for an authorized purpose in accordance with RCW49.46. If the Fire Chief requires verification, verification must be provided to the Department within a reasonable time period during or after the leave, not to exceed 16 calendar days from start date of leave, an extension may be mutually agreed. The Fire Chief's requirement for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements. The employee may use sick leave to obtain verification from their personal doctor.

For long-term absences, a reasonable interactive process may continue after an initial request for leave has been granted without a fairly specific return date. For a fixed return date, the Department may not ask the employee to provide periodic updates, though it may reach out, on a reasonable basis, to check on the employee's progress.

Section J Fit for Duty

The Department may require an employee on active duty to undergo an individualized fit-for-duty evaluation to ensure that employee is physically, mentally, and emotionally capable of performing their essential job functions

Reasons that may trigger fit for duty evaluations are:

- a. Employees who have been out on extended medical leave or job-related injury.
- b. When a supervisor has a documented, reasonable basis to believe that an employee may be unable to perform essential job functions safely.
- c. Observable performance issues or behavioral concerns.

The Administrative Director (HR) will oversee a fit-for-duty process for the Department.

Employees required to undergo the fit for duty evaluation will be put on Administrative Paid Leave, and will be evaluated by a Department assigned Doctor. Employees on Administrative Paid Leave are considered to be on duty and are required to attend evaluations as scheduled by the Department.

If an employee is found to be fit for duty, then the employee shall return to duty.

If the employee is found to be fit for modified duty, then the employee will return to modified duty.

If an employee is found to be unfit for duty, moving forward (not retrospectively) the employee shall be able to use sick leave or optional time off in the order of their preference to cover time off

Statement:

Management and Labor recognize the importance of employee well-being and workplace safety. To support these priorities, both parties agree on the need for a clear, fair, and medically sound process to determine when an employee is fit to perform their duties. This process must respect employee rights while ensuring the safety of all personnel.

The full Fit for duty procedures, including evaluation criteria, timelines, and employee rights, will be outlined in a separate policy and procedure document developed and maintained in collaboration with the Union.

Section K An employee who gives birth shall be made financially equivalent to “whole” by the department for up to 12 consecutive weeks of medical recovery time immediately following birth and parental leave. The Department will contribute “top off” pay above Paid Family Medical Leave (PFML) (medical leave), if using PFML (medical leave). If the employee is not using PFML, then the Department would pay the equivalent supplemental benefit amount as if they were using PFML. The employee will have the option to use other accrued leave (example: sick, vacation, comp) if wanting to be made whole. See Article 46 Paid Family Medical Leave for more information on PFML.

Section L Sick Leave Incentive

On January 1 of each year, employees with sick leave balances over the maximum allowable carry over amount listed in Section A 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 their hourly rate of pay into the 401(a) Plan by February 15. The hourly rate of pay will be their normal rate which the employee was paid on December 31 of the previous year.

Section M 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 IAFF MERP (Medical Expense Reimbursement Plan) account on a pre-tax basis or their HRA VEBA or equivalent health care trust account recognized by IRS code 501(c)(9). The conversion rate shall be 50% of their

actual sick leave hours at the time of retirement multiplied by their final hourly rate of pay.

*The 50% numbers in the above paragraph will be 75% for any employee who gives notification by February 1st of the previous year and is not receiving the Post Employment Medical Benefits program.

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 29: Vacation Leave

Section A During 2025, vacation hours shall accrue monthly based on the following schedule, and will become available for use on January 1 of the following year.

Starting January 1, 2026, vacation hours shall accrue monthly and become available for use in the following month.

Years of Service	MONTHLY ACCRUAL RATE	
	Day Shift	Four Platoon Shift
0	10.25 hours	12.25 hours
1	11.25 hours	14.25 hours
2	13.25 hours	16.25 hours
3	15.25 hours	18.25 hours
4	17.25 hours	20.25 hours
9	18.25 hours	22.25 hours
14	20.25 hours	24.25 hours
19	22.25 hours	26.25 hours
24	23.25 hours	28.25 hours
29	25.25 hours	30.25 hours

Firefighters who lateral into the Shoreline Fire Department through the Paramedic promotional process shall have their vacation accrual tier determined based on their original hire date with Bothell.

Section B Vacation Payout at Separation

Upon separation (including termination or retirement), employees shall receive payment for all unused and accrued vacation based on the number of full months worked and their regular hourly rate.

If the employee has ten (10) or more years of service with Shoreline Fire Department, the payout will be split equally: 50% paid in cash and 50% contributed to their 401(a) Plan.

If the employee has less than ten (10) years of service, the entire payout will be made in cash.

Section C Vacation Scheduling

Vacation scheduling shall be administered equitably and in accordance with Administrative Policy 108: Scheduling Optional Time Off and Trades.

Section D Vacation Bank

The maximum allowable vacation balance for any employee is 459 hours. If an employee's vacation bank exceeds this limit by more than one month of accrued vacation, the department will schedule time off on their behalf to reduce the balance to the 459-hour maximum.

Section E Retirement Carryover Exceptions

For retirements occurring in 2025 or 2026:

Employees may carry over an additional year's worth of accrued vacation, provided they submit written notice of their intent to retire by February 1 of the current year.

Sample Calculations for a 10-Year Four-Platoon Shift Employee:

Retirement in 2025 (notice submitted 2/1/2024, retirement effective 6/30/2025)

- Maximum carryover from 2024 to 2025: 264 hours
- Vacation accrued in 2024 for use in 2025: 264 hours
- Vacation accrued from Jan 1 to Jun 30, 2025: 133.5 hours
- Total payout on 6/30/2025: 661.5 hours

Retirement in 2026 (notice submitted 2/1/2025, retirement effective 6/30/2026)

- Maximum vacation balance: 459 hours
- Vacation accrued in 2025 for use in 2026: 267 hours
- Vacation accrued from Jan 1 to Jun 30, 2026: 133.5 hours
- Total payout on 6/30/2026: 859.5 hours

Retirement in 2027 (retirement effective 6/30/2027)

- Maximum Allowable Vacation Bank: 459 Hours
- Total payout on 6/30/2027: 459 hours

Section F Employees will have the option to cash out up to 50% of accrued vacation. The employee will need to submit their request for vacation cash out to payroll by June 1 (for pay) and/or October 1 (for contributions to their 401A) of each year. The vacation hours will be cashed out at the employee's normal hourly rate of pay as of June 1 and/or October 1 and will be processed in their next full-pay cycle.

ARTICLE 30: Special Leaves

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 29B.10.280](#).

Immediate Family includes the spouse or domestic partner, dependent children, and other dependent relatives, if living in the household. For the purposes of the definition of "intermediary" in RCW [29B.10.320](#), "immediate family" means an individual's spouse or domestic partner, and child, stepchild, grandchild, parent, stepparent, grandparent, brother, half-brother, sister, or half-sister of the individual and the spouse or the domestic partner of any such person and a child, stepchild, grandchild, parent, stepparent, grandparent, brother, half-brother, sister, or half-sister of the individual'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 Parental Leave

All 24-hour shift employees shall be allowed up to forty-eight (48) hours of paid Parental Leave annually, and all-day shift employees shall be allowed up to forty (40) hours of paid Parental Leave annually for the birth or adoption of their child. The Parental Leave shall be used no later than thirty (30) days after the birth or adoption of the employee's child.

*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 Parental Leave.

Section D Pregnancy Light Duty

Upon documentation to the Department of a pregnancy the employee will automatically be allowed the option to work on light duty for the length of their pregnancy.

ARTICLE 31: 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. A LOA is granted for personnel that expect to return to work at Shoreline and will not be granted for individuals seeking other employment.
- 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 their 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 their obligation under the terms of this agreement for any remaining time in the calendar year of their absence. The Department longevity list will be updated with the employee's loss of seniority for the time they were away.
- 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 22 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.
- Section G Rehire Process
Former employees of the Shoreline Fire Department may be considered for rehire based on their previous good standing and the availability of open positions. Refer to policy Admin 142, Return to Work After Extended Leave, for specific details.

ARTICLE 32: Jury Duty and Other Legal Matters

Section A The Department agrees to allow time off with no loss of pay or benefits for any employee for Department related legal matters or if selected for jury duty.

Specific to jury duty, the number of days are not limited and based on the following criteria:

- a. An employee that is scheduled to work the night before the required day to report for jury 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 33: 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 they will receive a prorated amount of the yearly contribution equal to the number of months they 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 34: 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 35: Health Care Trust: Medical Expense Reimbursement Plan (MERP)

Section A The Department agrees to enroll all bargaining unit employees in the International Association of Firefighters (IAFF) Health Care Trust – Medical Expense Reimbursement Plan (MERP) (hereafter, the “Trust”).

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

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

Section D Reporting to the Trust Office

The Department shall electronically submit to the Trust Office a monthly report of contributing employees for each contribution sent to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds.

The Department shall also provide an initial report of information for all contributing employees, as reasonably requested by the Trust; and shall send updates to this information to the Trust Office whenever the Employer has notice of changes to the information.

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

ARTICLE 36: 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.

Section C January 1st of each year employees will increase their contribution to deferred compensation by 1% up to the annual max and it will be considered optional. An employee can opt-out of the increase(s), future contributions, or pause contributions at any time.

If the increase to CPI-U/other increase to Battalion Chief wages is less than 1% on January 1st than the Department shall not make an increase to deferred compensation unless the employee requests it.

ARTICLE 37: 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 38: 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 39: Clothing Quartermaster

Section A Quartermaster

All Uniform, clothing and equipment referred to in this article shall be provided via a Shoreline Fire Department quartermaster system.

Section B Policy Admin 102-B Uniform Clothing Standard for Uniformed Employees details the uniform clothing required. The Department shall replace clothing when it is worn or damaged.

Section C No payroll deductions will be authorized when making purchases with the exception for Wildland Team members wanting to make PPE/Clothing purchases from Department of Natural Resources (DNR) for additional personal clothing supplies.

Section D After a new employee successfully completes their one-year probationary period, the Department will supply them with the appropriate Class A dress clothing. Updating for change in rank or status, worn, and/or damaged Class A uniforms will be handled via quartermaster (as long as the damage was not due to negligence). Changes in sizes will be the employee's responsibility.

SPECIAL NOTE FOR 2025: Employees needing more than \$660 worth of replacement clothing, or for employees that have two different colors of uniforms it will be \$720, for 2025 will have the amount exceeding that dollar figure as a payroll deduction. This will be reviewed on a case by case basis.

Section E 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 Policy Admin 102-B and 102-E Uniform Clothing Standard for Uniformed Employees and Specialized Equipment.

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

Section F Employee Responsibility

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 their clothing, and request new clothing and equipment as needed.

Section G Department Property

All clothing, protective clothing, uniform boots, equipment, and 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 Uniform Clothing.

Section H Wildland Equipment

All employees on the Wildland Fire Team shall have Department provided equipment and protective wildland PPE meeting WAC 296-305-07012 and as detailed in Policy Admin 102-B Uniform Clothing Standard for Uniformed Employees and Admin 102-E Specialized Equipment.

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

Section I Technical Rescue Clothing and Equipment

All employees referenced in Article 29 Specialty Assignments and Pay, shall be provided clothing and equipment as defined in the Admin 102-B Uniform Clothing Standard for Uniformed Employees and Admin 102-E Specialized Equipment.

Section J Promotions

An employee promoting to a different position, that requires a new color of uniform, shall receive a full set of replacement clothing. as referred to in Policy 102-B Uniform Clothing Standard for Uniformed Employees.

ARTICLE 40: 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. Refer to Admin Policy 139 Establishing a College Education Program for specifics details.

Section B Employees who earn degrees or certifications, as described in this section, shall be granted incentive pay as a percentage increase of their position pay as described in Article 24 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) or IFSAC Fire Officer II 0.5%
- Associate's Degree 1.5%
- Bachelor's Degree 2.0%
- Master's Degree or above 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 or approved course by the Fire Chief .5%
- Completion of the Seattle Executive Leadership Academy (ELA) .5%
- Completion of the Executive Fire Officer (EFO) program at the NFA 1.5%
- ICC Fire Marshal certification (specific only to the Fire Marshal position) .75%

ARTICLE 41: Fire Marshal's Office On-Call Compensation

- Section A The Fire Marshal shall meet the requirements of FMO 300 to participate in the on-call program.
- Section B The Fire Marshal shall be assigned on-call shifts on a rotating fair and equitable basis with employees in the FMO.
- Section C The Fire Marshal shall not be eligible for suppression operations staffing and will not be required to maintain mandatory Firefighter training requirements.
- Section D The Fire Marshal, 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 the employee fail to respond to a call during their assigned on-call shift, they shall forfeit the pay for the entire assigned shift and may be subject to disciplinary action.

ARTICLE 42: 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 The Department shall install charging stations as demand, logistics, and finances can accommodate. Charging stations at facilities outside of the Department will be dependent on those organizations agreeing to the implementation.
- Section C 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 NEW 43: Paid Family Medical Leave

Section A Supplementation

Employees may choose to use sick leave, vacation, and/or compensatory time to supplement Paid Family Medical Leave (PFML) in order to receive their full-time salary.

Bonding Leave (birth of a baby or the adoption/placement of a child younger than 18 years of age) - Supplementation for bonding leave is restricted for up to 12 consecutive weeks immediately following birth and paternal leave.

- a. During the bonding supplementation period employees may not:
 - a. Work in operations.
 - b. Move work back days into supplementation period.
 - c. Do trades within supplementation period.
- b. Once the employee returns to operational work, the supplementation period ends.
- c. The employee may attend meetings and non-operational activities.
- d. Employees may choose to use, partially use, or not use supplementation.
- e. Supplementation does not affect an employee's right to take PFML bonding leave as state law allows.
- f. Employees with a WA-ESD approved bonding event that occurred before the ratification of the 2025 contract may continue to use PFML bonding supplementation in accordance with the PFML MOU dated March 1, 2023.

Section B Leave Usage

Employees may use the following leave types in any order or combination.

- Paid Family Medical Leave (State)
- Sick Leave
- Vacation Leave
- Compensatory Time

Section C An employee who gives birth shall be made financially equivalent to "whole" by the department for up to 12 consecutive weeks of medical recovery time and family bonding immediately following birth and parental leave. The Department will contribute "top off" pay above PFML if using PFML. If the employee is not using PFML, then the Department would pay the equivalent weekly supplemental benefit amount as if they were using PFML. The employee will have the option to use other accrued leave (example: sick, vacation, comp) if wanting to be made whole. The employee can use their own hours to supplement for an additional six consecutive weeks.

Section D Human Resources Support

Human Resources will assist employees with:

- a. Answering questions about the PFML program.
- b. Helping resolve issues or complications related to the State PFML program.
- c. Acting as an advocate when appropriate.

Section E Benefit Impacts

Using PFML does not affect an employee's seniority or longevity.

Section F Employees may access PFML benefits within the timelines and eligibility periods established by Washington State law.

ARTICLE 44: Term of Agreement

The term of this Agreement shall become effective January 1, 2025, unless otherwise specified herein, and shall remain in effect through December 31, 2027.

Approved on 6 day of November, 2026.

**Shoreline Fire Department
Board of Fire Commissioners**


Kimberly A. Fischer, Chair


Tyler Byers, Vice Chair


Eric Adman, Commissioner


David Harris, Commissioner


Rod Heivillin, Commissioner


Rick Nye, Commissioner


Josh Pratt, Commissioner


Barb Sullivan, Commissioner

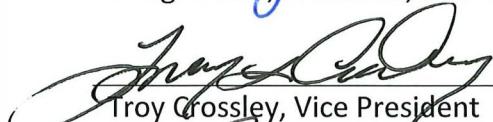

Rick Webster, Commissioner

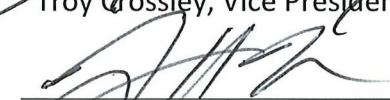

Lisa Wollum, Commissioner


Matt Cowan, Fire Chief

Local 1760, IAFF


Doug Loeser, President, IAFF L-1760


Troy Crossley, Vice President


Jerett Rumph, Vice President


Alan Christou, Secretary


Mike Mentzos, Treasurer

Attest:


Secretary to the Board