



**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, 2022 through December 31, 2024**

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

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

Time-off with pay shall not exceed 144 hours per calendar year collectively for all represented employees in the Union.

Section B Union Trades

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

Section C Union Negotiations

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

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

**ARTICLE 9: Subcontracting**

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

## **ARTICLE 10: Management Rights**

Section A Management recognizes the Union as the exclusive bargaining representative for employees of the Department in the position of Fire Marshal, Battalion Chief and Division Chief.

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

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

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

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

## **ARTICLE 11: Maintaining a Drug-Free Workplace**

### Section A Purpose

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

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

### Section B Informing Employees about Drug and/or Alcohol Testing

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

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

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

### Section C Union Held Harmless

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

Section D Changes in Testing Procedures

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

Section E Conflict with Other Laws

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

**ARTICLE 12: Off-Shift Participation**

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

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

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

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



**ARTICLE 13: Disciplinary Procedure**

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

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

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

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

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

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

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

**ARTICLE 14: Grievance Procedure**

Section A Purpose

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

Section B Grievance Procedure

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

Grievances shall be submitted with the following information:

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

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

Step 1:

Submit grievance to the Union grievance committee, Human Resources and the Fire Chief or 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: Reduction in Force and Reduction in Classification**

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

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

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

**EXAMPLE:**

If a Division Chief position were to be reduced, that employee, based on their seniority, shall reduce to their last held position. This *Reduction in Classification* could result in a *Reduction in Force* with the least senior firefighter being laid off. 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 C Reduction in Force  
A *Reduction in Force* occurs when the total number of employees is reduced. The employee having the least seniority in a classification is subject to reduction and shall have bumping rights over a less senior employee in a lower or lateral classification.

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

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

Section F The Union shall cooperate with the Department to maintain a list of employee contact information of all employees who have been laid off. Notice(s) of recall shall be sent by the Department to the employee(s) at their last known address by certified mail with return receipt requested with a copy to the Union. If any employee fails to report to work within twenty-one (21) calendar

days from the date of mailing of the notice of recall, that employee shall be considered to have terminated employment with the Department, shall cease to have seniority, and the employee's name will be removed from the recall list.

Section G Recall right for any employee shall expire twenty-four (24) months from the date of layoff. A written notice of expiration or loss of recall rights shall be sent to the employee's last known address by certified mail with return receipt requested with a copy to the Union.

Section H Benefits and seniority shall not accrue during the layoff period.

Section I The Department shall provide the Union with a current seniority list in January of each year. Employees having the same date of full-time hire and/or length of continuous service shall be placed on the seniority list in accordance with the Fire Chief interview ranking or lateral entry Paramedic promotion list in order of the highest ranking first.

**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, 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 Basic shift arrangements and hours of duty are defined as follows and shall be in accordance with FLSA Section 7K (Federal Fair Labor Standards Act, 29 U.S.C.:201.):

### **Four-Platoon Shift**

Employees assigned to a four-platoon shift shall work a total of 2,496 hours. Employees shall average 47.8 hours per week, 52.18 weeks per year, in a 24-day FLSA work cycle.

The four-platoon shift shall consist of 24-hour shifts commencing at 0800 hours. The basic shift rotation shall consist of one (1) day ON duty, one (1) day OFF duty, one (1) day ON duty, and five (5) consecutive days OFF duty. While the shift officially starts at 0800, Battalion Chiefs are expected to report for work at 0730, which will result in the reduction of contractual hours. The reason for starting 30 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. Acting Battalion Chiefs will also be expected to report to work at 0730 and will be treated as an extension of shift.

Personnel shall monitor and manage their contractual hour requirement throughout the year. However, at the end of the calendar year if there are extra hours needing to be taken off, then the BC can “roll” those hours, less than 12, into the next year. Those hours will then be used to reduce the contractual hours for that subsequent year.

Each employee will schedule an appropriate number of days (work back days) to complete the 2,496-hour contractual obligation, less the reduction of anticipated tie-in hours. The maximum hours of contractually obligated work without overtime compensation during the FLSA work period of 24 days shall not be greater than 182 hours. Substitutions or trades do not add or subtract hours from the FLSA work period.

Each employee shall schedule a maximum of one debit day per FLSA work period. If, at no choice of the employee, a debit day(s) is scheduled that results in the employee working more than 182 hours in the defined FLSA work period, the employee shall be compensated with an additional ½ time (normal pay plus the additional ½ time, which is equal to their overtime rate). This only applies to the hours exceeding the 182-hour threshold, and only applies to hours actually worked in the FLSA work period; paid time off does not count as hours worked when determining FLSA mandated overtime.

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

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

### **Day Shift**

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

The day shift shall consist of one of the following schedules as determined at the discretion of the Fire Chief or designee. The day shift typically begins between 0600 – 0800 hours but may be adjusted per the approval of the Fire Chief or designee.

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

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

### **Operations Day Shift**

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

If an employee assigned to Operations day shift works on a holiday defined in Article 27 Holiday Time Off and Holiday Pay, they shall be paid overtime for actual hours worked between 0000 hours and 2359 hours.

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

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

### **Disaster Operations Shift**

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

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

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

Section C The work schedule shall be published no later than October 1st for the following year.

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

## **ARTICLE 22: Working Out of Classification**

### **Section A Short-Term Position Change**

When an Officer position or other designated Department position becomes vacant due to vacation leave, sick leave, school, or other similar circumstances, the position shall be filled by qualified personnel, using the normal overtime procedure (refer to Administration Policy 136) if and when an overtime shift is created.

At the Department's discretion, Acting Officers may be assigned to fill respective positions from a list of employees authorized by the Department to act in the vacant position. The Department will attempt to make these replacements on an equitable basis from those employees on the same shift as the vacancy, and secondarily, from employees on other shifts unless there is a rank for rank debit day scheduled (refer to Administration Policy 133). When Acting Officers 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.

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

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

### **Section B Long-Term Position Change**

When an Officer in the organizational structure is vacated for a regular and extended amount of time, the Fire Chief shall appoint an Acting employee from the current and respective Promotional List as maintained by the Department. The appointment shall be placed no later than 30 days from the date of the vacancy. The position is considered vacant from the first shift or partial shift the employee is on sick or disability leave. The employee shall update the administration of any changes or expectations on the duration of their sick or disability leave. This shall be done, as a minimum, after their doctor visits so that the Department can adequately prepare for a long-term vacancy.

During the term of a promotional list, the first long-term acting position will be offered to the first employee on the list, if there are no employees who were reduced in classification, for the respective position. As additional long-term acting positions become available, they will be offered to the next employee on the list and continue to rotate through the list until it is expired.

However, an employee may request to not be appointed to a long-term acting position. If all qualified actors turn down the acting position then it will be filled by the employee next on the rotation list.

If the promotional list has been expended than workbook actors may fill the long-term acting position. The three individuals who have held their workbook the longest for the position needing filled and are interested in the long-term acting position (rule of three) will be reviewed by Management to fill the vacancy. The vacancy shall be offered to the most senior eligible person and the next vacancy shall be offered to the next most senior person, etc. If there are no workbook actors, no one interested, or no one is determined qualified, then the long-term vacancy will be filled by overtime.

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

Employees assigned by the Fire Chief or designee to an Acting position shall receive the hourly rate of pay for these replacements shall be based upon the starting pay for the position being replaced, as stated in Article 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 be placed on a Reduced in Classification Long-Term Acting List for the respective position. That employee shall be offered all long-term acting positions first. If there is more than one employee who has been reduced in classification (from the same rank), the employee who was originally promoted to the respective position first shall be on top of the Reduced in Classification Long-Term Acting List. Employees on that list shall be offered positions on a rotating basis. If the Department is unable to fill a long-term acting position with an employee who was reduced in classification, the Department shall appoint an Acting employee from the current and respective Promotional List in a rotating manner. Those employees who were reduced in classification shall have their first right of refusal to the next promotion for the rank they were reduced from.

Employees shall not be moved or alternated to avoid a promotion. If an appointment for a specific long-term acting position extends beyond nine (9) months then the Department shall interview the top three candidates and offer the promotion within one week after the nine-month date of vacancy. If



the Department does not identify and promote a candidate within one week (seven days) after the nine-month date of vacancy, the employee(s) at the top of the promotional list for each affected position shall be promoted based on the promotional list in effect that day. EXCEPTION: The above time frame may be adjusted if mutually agreed upon by the Union and the Department. The employee has up to 24 hours after confirmed contact to accept or decline the offered position.

If the Department receives written notification from the employee's physician that the length of the disability 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. 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. He 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), 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.

**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 15<sup>th</sup> of each month. If the 15<sup>th</sup> falls on a Saturday, payment will be made on the preceding Friday. If the 15<sup>th</sup> 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%).

Section B Effective January 1, 2022, the Battalion Chief salary shall increase by five point four five percent (5.45%), to be \$12,956.11 per month.

Section C Effective January 1, 2023, the Battalion Chief salary shall be increased by CPI-U June 2021 to June 2022 - All Users Seattle / Tacoma / Bellevue.

Section D Effective January 1, 2023, the Battalion Chief salary shall be increased by CPI-U June 2022 to June 2023 - All Users Seattle / Tacoma / Bellevue.

Wage Scale Matrix:

**SHORELINE FIRE DEPARTMENT**

**2022 WAGE SCALE: January 1, 2022 thru December 31, 2022**

**Monthly Salary**

Rank/Grade:			Battalion Chief
Battalion Chief			<b>12,956.11</b>
	Percentage	Hourly Rate	62.29
Battalion Chief	100.0%	62.29	12,956.11
Training Battalion Chief	109.0%	81.47	14,122.16
Fire Marshal	106.0%	79.23	13,733.48
Division Chief	110.0%	82.22	14,251.72
<b>Incentive Pay (applied to position pay, BC pay incentive is shown):</b>			
*King County ODA Certification	0.5%	0.31	64.78
*Associate's Degree & Above	1.5%	0.93	194.34
*Bachelor's Degree	2.0%	1.25	259.12
*Master's Degree or Higher	2.5%	1.56	323.90
Mgmt of EMS & Adv Leadership EMS	0.5%	0.31	64.78
Seattle ELA	0.5%	0.31	64.78
NFA EFO	1.5%	0.93	194.34
ICC Fire Marshal cert (FM only)	0.75%	0.47	97.17
<b>Longevity Premiums (applied to position pay, BC pay incentive is shown):</b>			
5 Years	2.0%	1.25	259.12
10 Years	4.0%	2.49	518.24
15 Years	6.0%	3.74	777.37
20 Years	8.0%	4.98	1,036.49
25 Years	10.0%	6.23	1,295.61
30 Years	12.0%	7.47	1,554.73
35 Years	14.0%	8.72	1,813.86
40 Years	16.0%	9.97	2,072.98
Day Shift Premium	4.0%	2.49	518.24

\*Only one can be applied to the Employee's Monthly Salary

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

**ARTICLE 25: Longevity Pay**

Section A Longevity pay shall be applied to the employee's position pay based on LEOFF2 service credits 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%

## **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, it shall be filled utilizing replacements consistent with Administrative Policy 136.

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

### **Section B Overtime 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 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. Further compensation will be in increments of fifteen (15) minutes.
- b. When an off-duty employee is required or toned-out to respond to an emergency or service call, they will be compensated with a minimum of two (2) hours of overtime pay. This shall also include employees that have arrived for an overtime shift that has been canceled.
- c. When an off-duty employee is required to attend meetings or be on standby at court on behalf of the Department will be compensated for a minimum of two (2) hours of overtime.
- d. 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 taken off in accordance Administration Policy 108.

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

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

- The employee shall (at the same time of cancellation) request and receive approval for compensatory time off to reduce the compensatory bank to, or below, the maximum ninety-six (96) hours.

**OR**

- Transfer the excess to their WB Comp Time 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 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. The hours cannot be cashed out or transferred. Refer to policy Admin 108 for specific details.

## 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 TeleStaff 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 TeleStaff report showing "exempt on" hours worked. The amount of hours for "exempt time on" reimbursement shall not exceed 200 hours in a calendar year, with the first 100 hours paid at time and a half (1 ½) their hourly rate. The remaining hours will be compensated at straight time.

Exempt employees should work overtime to avoid mandatory overtime when possible. They are also allowed to work overtime up to 120 hours annually, when it occurs on their regular 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**

Personnel working a day shift will be given one hundred twenty (120) hours of holiday leave each calendar year. Personnel will be charged holiday hours for these days, but may be modified by prior approval of the Fire Chief.

In circumstances when an employee's regularly scheduled day off falls on a Department holiday, another day(s) shall be scheduled as the employee's holiday time off within the calendar year and vacation scheduling parameters. Requests to reschedule holiday time off must be approved in advance by the employee's supervisor or designee using the appropriate form. Any remaining hours not used for holidays shall also be scheduled in accordance with vacation scheduling parameters within the current calendar year.

An employee starting in February or later shall receive a prorated amount of holiday hours, but regardless of the hours they shall have Department recognized holidays off for the month in which they start employment.

**Section B Holidays – Four-Platoon Shift**

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



Section C Holiday Pay – Four-Platoon Shift

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

Holidays for the purposes of this section shall be:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in Nov.
Christmas Eve	December 24
Christmas Day	December 25

**ARTICLE 28: Sick Leave**

Section A Sick Leave Accrual

Employees will accumulate sick leave as follows:

- a. Employees assigned to the four-platoon shift shall accumulate paid sick leave at the rate of eighteen (18) hours for each full month of service. A maximum of 1,416 hours of accumulated sick leave may be carried over each succeeding year.
- b. Employees assigned to day or training shift shall accumulate paid sick leave at the rate of fourteen and one half (14.5) hours for each full month of service. A maximum of 1,416 hours of accumulated sick leave may be carried over each succeeding year.
- c. Sick leave shall not accrue during layoff, unpaid leave of absence or when utilizing the Leave of Absence Article 31.

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

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 will 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 will 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 will not be applied and actual reportable hours and compensation shall be recorded with the Department of Retirement Systems. Prior to retirement, the employee shall have the option to contact the Department of Retirement Systems directly to purchase up to twenty-four (24) months of additional service credit, of which six (6 months) is interest free.

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

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 – <b><i>no</i></b> 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 will 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 will 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 will 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 For an on-the-job injury it is the employee’s responsibility to communicate any time loss with their claim manager and to follow up with their doctor. When on extended sick leave, employees may be re-assigned to day-shift schedule, for Telestaff purposes, depending on Department needs.

Section F Sick Leave Usage

Sick leave shall be granted for the following:

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

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

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

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

The Fire Chief or designee has full authority to require an employee, who shows signs and/or symptoms that they may be unfit for duty, to see a physician. An employee found to be unfit for duty will be placed on sick leave or disability. An employee found to be fit for duty will not be debited with any sick leave used to determine fitness for duty.

Section H An employee who gives birth shall be made financially equivalent to "whole" by the department for up to 3 consecutive months of sick leave immediately following birth. The Department will contribute the "top off" hours above PFML, if using PFML, or the same amount of hours if the employee is not using PFML. If the employee is not using PFML, then they will have to use their sick leave to top off, if wanting to be made whole.

Section I Sick Leave Incentive

On January 1 of each year, employees with sick leave balances over the maximum allowable carry over amount of 1,416 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.

Employees whose sick leave balance is over 1,416 hours on January 1, 2015 (employees who were grandfathered into the previous no-cap sick leave accrual method):

*Shall be paid 50% of their hourly rate of pay into their 401(a) Plan by February 15, 2016 for the preceding year's sick leave net increase. If the employee used more sick leave than was accumulated, no payment into the 401(a) Plan shall occur. The maximum payment may only reduce the employee's sick leave balance to 1,416 hours. The hourly rate of pay will be the normal rate which the employee was paid on December 31 of the previous year.*

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

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

Section J Retirement

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

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

Years of Service	MONTHLY ACCRUAL RATE	
	Day Shift	Four Platoon Shift
0	7 hours	12 hours
1	8 hours	14 hours
2	10 hours	16 hours
3	12 hours	18 hours
4	16 hours	20 hours
9	18 hours	22 hours
14	20 hours	24 hours
19	22 hours	26 hours
24	23 hours	28 hours
29	25 hours	30 hours

Section B Upon termination, separation, or retirement employees shall receive payment for unused and accrued vacation determined by the actual number of months worked, at their normal hourly rate of pay. If this occurs after ten (10) years with the Shoreline Fire Department, then the payment will be divided equally, 50/50, into their 401(a) Plan and as a cash payment. If less than ten (10) years, then it shall be paid in cash.

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

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

Section E Employees that have submitted a letter of intent to retire before July 1 (or later if approved by the Fire Chief) of the following year may carryover vacation hour's equivalent to one year of accrual provided that the employee submits notice to retire prior to September 1 of the current year.

**SAMPLE CALCULATIONS FOR A 10-YEAR PLATOON SHIFT EMPLOYEE**

Vacation accrued in 2022 for use in 2023	264
Maximum normal carryover from 2022 to 2023	96
<b>Total hours for use in 2023</b>	<b>360</b>

However, on 9/1/2022 employee submits for retirement effective 6/30/2023

Maximum carryover from 2022 to 2023	264
Vacation accrued in 2022 to use in 2023	264
Vacation accrued in 2023 from January 1 to June 30	132
<b>Total hours for cash out on 6/30/2023</b>	<b>660</b>

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 42.17A.005](#).

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

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

### Section B Home Emergency Leave

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

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

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

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

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

Section C Maternity/Paternity Leave

All 24-hour shift employees shall be allowed up to forty-eight (48) hours of paid Maternity/Paternity Leave annually, and all-day shift employees shall be allowed up to forty (40) hours of paid Maternity/Paternity Leave annually for the birth or adoption of their child. The Maternity/Paternity 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 Bereavement Leave.

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.

**ARTICLE 32: Jury Duty**

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

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

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

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

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

**ARTICLE 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 Washington State Council of Firefighters (WSCFF) Health Care Trust – Medical Expense Reimbursement Plan (MERP).

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

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

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

**ARTICLE 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.



**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 1<sup>st</sup> 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 Allowance

### Section A Annual Clothing Allowance

#### New Hires

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

If an employee is not hired on January 1, then their allowance will be pro-rated for that year. The annual credit will be increased annually commensurate with CPI-U starting in 2023.

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

Each employee shall receive an annual clothing allowance in January for \$550.00 for most employees. Personnel in the Fire Prevention Division and ALS Division will receive \$600.00.

No payroll deductions will be authorized when making purchases. The employees will pay with personal funds.

T-shirts shall be replaced on a quartermaster system, exchanged on an as-needed basis. The number of t-shirt replacements shall not exceed four per year unless specially authorized by a Deputy Chief or their designee. If an employee wants to maintain more than four t-shirts, they shall pay for them using a payroll deduction.

**SPECIAL NOTE FOR 2022:** Personnel that have previously not opted for the cash dispersal shall have any credit balance remaining at the end of 2021 cashed out.

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

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

### Section C Maintenance

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

Section D Department Property

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

Section E Wildland Equipment

All employees meeting qualifications that participate on the Wildland Fire Team shall be provided an additional one-time allowance supplement of \$250, through a reimbursement process, for the purchase of approved protective wildland PPE as required by WAC 296-305-07012. Personnel will also receive \$250 every three years thereafter.

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

Section G Promotions

An employee promoting to a different position requiring a different color of uniform, shall receive two additional Class B pants and shirts, and four t-shirts as appropriate.

**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) 0.5%
- Acquiring an Associate’s Degree 1.5%
- Acquiring a Bachelor’s Degree 2.0%
- Acquiring a Master’s Degree 2.5%

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

- Completion of Management of EMS (R0150) and Advanced Leadership Issues in EMS (R0151) at the NFA .5%
- Completion of the 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 the first metering station as part of the new Station 63 construction project. Due to the initial capital costs of installing charging stations, the Department will charge a 20 percent surcharge (20%) on the energy used to cover the capital costs on the charging stations. As demand, logistics, and finances support future charging stations, they will be added to existing facilities. Charging stations at facilities outside of the Department will be dependent on those organizations agreeing to the implementation. It is estimated that for a Chevrolet Volt to be fully charged takes approximately 23 KWH. This can be accomplished through a payroll deduction.

Section C Personnel that wish to plug in block heaters or electric vehicles for their personal vehicles directly to an existing, non-metered outlet will be charged an appropriate rate (currently .75 KWH per hour for block heaters). There will not be a surcharge for this benefit as there is no capital costs to cover. If it can be connected to a charging station or some other meter, then there will be a 20 percent (20%) surcharge and the actual usage will be calculated and charged, replacing the .75 KWH estimate. This can be accomplished through a payroll deduction.

Section D 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 43: Term of Agreement**

The term of this Agreement shall become effective January 1, 2022, unless otherwise specified herein, and shall remain in effect through December 31, 2024.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Shoreline Fire Department  
Board of Fire Commissioners**

**Local 1760, IAFF**

\_\_\_\_\_  
Ken Callahan, Chair

\_\_\_\_\_  
Doug Loeser, President, IAFF L-1760

\_\_\_\_\_  
David Harris, Vice Chair

\_\_\_\_\_  
Troy Crossley, Vice President

\_\_\_\_\_  
Kimberly A. Fischer, Commissioner

\_\_\_\_\_  
Alan Christou, Secretary

\_\_\_\_\_  
Rod Heivilin, Commissioner

\_\_\_\_\_  
Mark Merlino, Treasurer

\_\_\_\_\_  
Barb Sullivan, Commissioner

\_\_\_\_\_  
Matt Cowan, Fire Chief

Attest:

\_\_\_\_\_  
Secretary to the Board