

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CITY OF BREMERTON

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

LOCAL No. 437

January



**1, 2025
December 31,**



**through
2027**

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AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 437**

January 1, 2025 through December 31, 2027

PREAMBLE

This Agreement is made and entered into pursuant to the provisions of RCW Chapter 41.56 by and between the City of Bremerton, a municipal corporation of the State of Washington, hereinafter known as the “City”, and the International Association of Fire Fighters Local No. 437, hereinafter known as the “Union” for the purpose of setting forth the wages, hours and working conditions which shall be in effect during the term of this agreement for employees included in the bargaining unit described in Article 2 below.

ARTICLE 1 NON-DISCRIMINATION

- 1.1 **NON-DISCRIMINATORY APPLICATION:** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, national origin, political affiliation, sexual orientation, mental, physical or sensory disability, unless based upon a bona fide occupational qualification.
- 1.2 **DISCRIMINATION ALLEGATIONS:** An employee who believes that they have been the subject of unlawful discrimination prohibited in Section 1.1. above shall seek relief through the appropriate local, state, or federal agency charged with investigating such matters, and shall not process such complaints through the Grievance Procedure of this Agreement.
- 1.3 **NON-DISCRIMINATION – UNION ACTIVITY:** The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to Union affiliation or activity or lack thereof. The City and the Union shall each be responsible for complying with this provision. An employee who believes that they have been subject to discriminatory treatment prohibited by this provision may process such an allegation through the Grievance Procedure of the Agreement.

ARTICLE 2 RECOGNITION

- 2.1 The City recognizes the Union as the sole and exclusive bargaining representative for all employees in classifications set forth in Appendix A, and such classification as may be added to the bargaining unit during the term of this Agreement by mutual agreement of both parties or by official action of the Public Employee Relations Commission if mutual agreement cannot be reached.

ARTICLE 3 UNION DUES

- 3.1 **DUES DEDUCTIONS:** The City will deduct monthly Union dues and initiation fees from the pay of those employees covered by this Agreement. Where laws require written authorization of the employee, the same shall be furnished in the form required by the Union. No deduction shall be made which is prohibited by applicable law. The City further agrees to make deductions for special union assessments one (1) time per calendar year from bargaining unit members at no cost to the union for administering such assessment. The City will transmit the total amount of deductions to the Union monthly. The union shall refund to the City any amounts paid to it in error upon written notification from the City.
- 3.2 **DURATION OF AUTHORIZATION:** Written employee authorizations will remain in effect during the term of this Agreement unless an employee revokes authorization by providing written notice to the Union and the Union provides notice to the City in accordance with RCW 41.56.110.
- 3.3 **INDEMNIFICATION:** The Union shall indemnify, defend, and hold the City harmless from any and all liability, claims, and suits initiated against the City resulting from the administration of this Article.
- 3.4 **UNION NOTIFICATION:** Within thirty (30) days or as soon as possible from the date of hire of a new eligible employee, the City shall forward to the Union the name, address, and telephone number of the new employee. The City shall promptly notify the Union of any Union employee leaving its employment. The City shall allow the Union to arrange up to a four (4) hour meeting with the new employee(s) on the job within fourteen (14) calendar days of employment or as otherwise agreed upon. Union orientation shall be on paid time for the new employee(s).

ARTICLE 4 UNION ACCESS

- 4.1 **CONDUCT OF UNION BUSINESS:** Union business, such as handling grievances and other legitimate routine matters, may be conducted on City premises and other approved work sites, provided that such business does not interfere with Fire Department operations and is authorized by the Fire Chief. Scheduled Union meetings may be held in Fire Department facilities provided that such meetings do not interfere with Fire Department operations.
- 4.2 **UNION REPRESENTATIVES:** The Union shall provide written notice to the City of the names of the officials authorized to represent the Union immediately upon their election or appointment. The City will provide reasonable access to City premises and other approved work sites to such authorized representatives for the purpose of handling grievances and other legitimate Union business, subject to the conditions of Article 4.1, provided that such access does not interfere with the work and duties of Union employee representatives or other on-duty employees.
- 4.3. **UNION REPRESENTATIVES RELEASE TIME:** A Union member in the bargaining unit will be granted leave time while attending Union associated conventions, seminars, meetings, provided (1) the employee notifies the Chief or designee in writing at least forty-eight (48) hours prior to the time off, (2) the Fire Chief or designee determines it has sufficient employees available to staff the department during this time off, and (3) an employee called in to replace another employee, who is off on Union business, will receive overtime pay as required by this agreement. A Union member

who has been granted leave to attend Union business may use any accumulated compensatory or annual leave in their bank for this time off.

4.3.1 **UNION LEAVE BANK:** Each member of the bargaining unit who has completed six (6) months of employment shall be assessed eight (8) hours of compensatory leave (exempt or non-exempt) or accrued annual vacation leave on March 1st of each calendar year for the purpose of establishing and maintaining a union leave bank. The leave shall be deducted automatically from the employee's vacation bank. The union leave bank may be used by any member of the bargaining unit with prior written approval of the Union President, Vice President or their specified designee. The category of leave donated will be at the discretion of each member. This union leave bank may be used for any activity consistent with the lawful purposes of the union.

- Union leave must be approved by the President, Vice President, or in their absence, a specified designee;
- Union leave may be used in any increment;
- Union leave must be applied for 14 hours in advance of the leave taking place;
- Union leave that does not cause overtime will be charged at straight time.
- The first 96 hours per month of Union leave that causes overtime will be charged at straight time and any additional Union leave that causes overtime will be charged at time and one-half.
- Union leave will be guaranteed, even if it is not otherwise eligible, under Articles 8.3, 8.5 or 8.7 of this agreement.

The City shall produce a statement of all union leave expended upon request.

4.4. **UNION BULLETIN BOARDS:** The City will permit the Union to place one (1) bulletin board for Union use at a designated location at each fire station. No materials shall be posted except notices of meetings and elections, results of elections, changes in Union bylaws, notices of employee social occasions and similar Union notices, letters, and memoranda. The City shall provide a designated, mutually agreeable accessible and convenient location for installation of bulletin boards at each fire station. The Union will purchase uniform, jointly specified bulletin boards for each station. The bulletin boards will be for the exclusive use of the Union. Only those items specifically approved by the Union will be posted.

ARTICLE 5 WAGES

5.1 Effective January 1, 2025, wages shall be as identified in Appendix A, which reflects an increase of 6% over 2024 rates.

In 2025 only, in addition to the 2025 base wage, the City shall pay all bargaining unit members an additional forty-eight (48) hours of straight time at the employee's base wage rate. The forty-eight (48) hours will be paid on November 22, 2025, to all employees who were employed with the City on September 1, 2025.

5.2 Effective January 1, 2026, wages shall be as identified in Appendix A, which reflects an increase of 100% Seattle/Tacoma/Bellevue CPI-W June to June (Min. 2.0 – Max 4.0) over 2025 rates.

- 5.3 Effective January 1, 2027, wages shall be as identified in Appendix A, which reflects an increase 100% Seattle/Tacoma/Bellevue CPI-W June to June (Min. 2.0 – Max 4.0) over 2026 rates.
- 5.4 When applicable, the CPI-W is applied to semi-monthly Firefighter pay at 100% (top step 5). Step percentage and differential pay rates are calculated from said Firefighter 100% rate after annual CPI-W is applied. CPI-W will be calculated out to three (3) decimal places. As used in this Agreement, “base wage” shall mean the employee’s rate of compensation as stated in Appendix A (at the employee’s step and differential, as applicable). Longevity pay rates are calculated from the base wage at 100%. Published hourly wages are estimates and actuals may vary (due to penny rounding) and will be calculated by the City payroll software system.
- 5.5 **PAY DIFFERENTIALS:** There shall be a six percent (6%) non-shift pay differential added to the base wage in Appendix A for those employees that are assigned to a day shift position. This pay increase is also for those employees that are assigned to work full-time at the Fire Academy as an instructor for a minimum of three (3) weeks. If, at the sole direction of the Fire Chief, an employee is transferred back to shift pay shall be per Appendix A. All non-shift assignments are at the sole direction of the Fire Chief.

Pay Differential	Shift	Non-Shift
Paramedic Trainee	see Article 14.6.3	
Firefighter @ Step 1	70%	-
Firefighter @ Step 2	75%	81%
Firefighter @ Step 3	85%	91%
Firefighter @ Step 4	90%	96%
Firefighter @ Step 5	100%	106%
Firefighter/Ladder Truck & Rescue Boat Operator	102%	
FF Mechanic or SCBA	104%	110%
Firefighter Paramedic	112.5%	118.5%
FF/Paramedic Continuous 5+ yrs	115%	121%
FF/Fire Prevention	-	115%
Lieutenant	115%	121%
Captain	124%	130%
Fire Marshal	-	130%
Medical Officer – Captain		130%
Battalion Chief	136%	142%

Appendix “A” for Firefighter/Paramedic includes a sixth (6th) step. To be eligible for this step the employee shall complete five (5) years continuous service as a Firefighter/Paramedic with the City. The sixth step will be set at one hundred fifteen percent (115%) of top Step Firefighter. A Firefighter/Paramedic who separates from City service and then is reinstated off of a Civil Service Reinstatement/Layoff Register within one year of separation is eligible, at the Chief’s discretion, to start at the sixth (6th) step.

5.6 The longevity schedule for members of the bargaining unit shall be as follows:

Completion of 5 years in service	=	1.25%
Completion of 10 years in service	=	2.5%
Completion of 15 years in service	=	3.75%
Completion of 20 years in service	=	5%
Completion of 25 years in service	=	6.5%
Completion of 30 years in service	=	8%

5.7 Advancement through the pay rates from the First Step through the Final Step of the pay range shall occur upon completion of the prescribed number of full year(s) of continuous employment since the employee’s last pay placement, provided, however that the employee’s overall rating on their annual evaluation “Meets Expectations” or “Exceeds Expectations”. The City may withhold a step increase for work performance that does not “meet expectations”. A step increase may be withheld for a maximum of twelve (12) months, during which time the employee will receive monthly evaluations. The employee’s immediate supervisor shall notify the employee in writing of expected failure to meet expectations at least thirty (30) days prior to the due date of the work performance evaluation. If such notice is not provided the step increase shall not be withheld. The withholding of a step increase shall not change the employee’s current anniversary step date for pay purposes. In the event that the employee “meets expectations” at one of the monthly evaluations during the subsequent 12 months, they shall receive a step increase effective as of the due date of that monthly evaluation. It shall be understood that the increase will not be applied retroactively to the month(s) in which the employee received a rating below “meets expectations”. The denial of a step increase is subject to the grievance procedure. In the event an employee is on approved leave of absence without pay, the employee’s next wage step increase advancement date will be extended by the actual number of days the employee was absent on such leave.

5.8 A new employee shall be hired at the first year step, however, a new employee who has prior paid work experience as a full time Firefighter or Firefighter/Paramedic in the fire service which operates a full time emergency fire/medical response service using paid employees, may be hired anywhere between first and top step as agreed to by Labor/Management. This determination will be based on prior work experience, education, and other factors. After six (6) months, if the probationary employee receives an evaluation with an overall rating of “meets or exceeds expectations” the Fire Chief may approve a step increase.

5.9 **FIRE PREVENTION:** An employee who is assigned to perform fire prevention work shall be compensated at the pay rate listed in Appendix A for the duration of the assignment.

5.10 **EQUIPMENT MAINTENANCE OR SELF-CONTAINED BREATHING APPARATUS (SCBA) MAINTENANCE:** An employee who is assigned to perform either equipment maintenance work or SCBA maintenance work shall be compensated at the Firefighter/Equipment Maintenance pay rate listed in Appendix A for the duration of the assignment.

5.11 **ACTING OFFICERS:** An employee who serves as an Acting Officer during a twenty-four (24) hour shift shall be compensated as outlined in section 5.12 below. In order to be eligible to serve as an Acting Officer an employee shall be on the City’s current appropriate promotional register and agree to work the assignment. The first opportunity to act as a Battalion Chief shall go to a Station Captain. If the Station Captain does not agree to work the assignment, then the opportunity

will be offered to those employees on the current Battalion Chief register. The use of Acting Officers shall not be used as permanent alternative to hiring a full complement of officers. All other acting provisions apply. There shall be no Acting Station Captain.

5.12 **Acting Officers/Lieutenant/PM Compensation:**

0 through 1 hour	No Compensation
After 1 hour through 4 hours	1 hour of overtime
After 4 hours through 12	2 hours of overtime
After 12 through 24 hours	2.5 hours of overtime

In no case shall there be more than 2.5 hours of overtime per Acting Officer position. In the event of a split between two (2) employees, the maximum overtime paid shall be three and one-half (3.5) hours.

5.13 All newly hired employees shall utilize automatic deposit of their paychecks during their term of employment with the City.

5.14 **DEFERRED COMPENSATION**

5.14.1 The City shall match the payroll deduction of any written request by an employee covered by this Agreement in an amount not to exceed five-point five percent (5.5%) of the employee’s base wage plus longevity.

5.14.2 LEOFF II bargaining unit members who have completed 15 or more years of service with the City are not required to make a matching contribution and may elect to have all or part of the City’s maximum contribution converted into longevity in lieu of Deferred Compensation.

5.14.3 **CONVERSION TO LONGEVITY:** Employees may elect, by notifying the City in writing, that they wish to convert all or a portion of the City’s contribution to their deferred compensation to longevity. Such conversion shall only be permitted in quarter percent (1/4%) increments. Once an employee has selected to make the conversion from deferred compensation to longevity, they will not be permitted to make any changes whatsoever to the percentage converted, for a full 12-month period.

5.15 **EDUCATION INCENTIVE:** Eligible employees shall be entitled to receive, in addition to their monthly wages, Education Incentive as follows:

- 2% of employee’s base wage per month for Associates Degree
- 4% of employee’s base wage per month for Bachelor’s Degree

Degrees shall be documented through official transcripts from accredited colleges or universities.

Educational Incentive pay shall not be cumulative, and it shall be the responsibility of the employee requesting educational incentive pay to provide the City with certified transcripts of their hours earned and/or degree(s) awarded. Educational Incentive shall be paid to the

employee beginning the next pay period following receipt of the documentation and shall not be retroactive.

Employees in probationary status shall not be eligible for educational incentive pay.

- 5.16 **LADDER TRUCK & RESCUE BOAT OPERATOR PAY:** There shall be nine (9) Fire Department employees assigned to operate the ladder truck and the rescue boat. Effective January 1, 2026, there shall be twelve (12) Fire Department employees assigned to operate the ladder truck and the rescue boat. The employees assigned to operate the ladder truck and rescue boat shall have 2% added to the base wage as listed at the Operators pay rate listed in Appendix A for the duration of the assignment.
- 5.17 **SPECIALTY TEAM ASSIGNMENT PAY:** Effective the first full pay period after ratification of this Agreement by both parties, employees assigned to the following specialties shall receive 0.5% of their base wages for the duration of the assignment: Peer Support Team, Rescue Swimmer, and SEI (Senior EMT Instructor).

ARTICLE 6 HOURS OF WORK

- 6.1 **NON-SHIFT WORK SCHEDULES:** The normal hours of work for non-shift personnel shall be 40 hours per week. Employees may work an alternate work schedule with mutual agreement between the employee and the Fire Chief.
- 6.2 **SHIFT WORK SCHEDULES:** Pursuant to section 201 (k) of FSLA, the City and the Union have established a twenty-seven (27) day work period for shift personnel, which is equivalent to 204 hours. The normal work hours for shift personnel shall be an average of 49.39 hours per week for an average yearly total of 2568 hours.

Effective January 1, 2026, the work schedule for shift personnel will be a 4 Platoon with twelve (12) Debit Days for an average yearly total of 2472 hours. Debit Days are 24 hour shifts that each employee is required to work to increase their average annual hours to 2472. Pursuant to section 201(k) of the FLSA, the work period will be twenty-four (24) days for shift personnel.

On or about January 1st of each year, the Fire Chief shall assign shift personnel to one of three shifts: A, B, C. A shift assignment for an employee shall be worked as follows:

- One (1) shift (24 hours) on duty followed by three (3) shifts (72 hours) off duty.
- Two (2) shifts (48hours) on duty followed by three (3) shifts (72 hours) off duty.
- This pattern shall repeat itself throughout the calendar year. Every eighth (8th) scheduled shift (24 hours) shall be off-duty Kelly day.
- Shift hours begin at 0800 and end at 0800 hours each day.

Effective January 1, 2026, and on or about January 1st of each year thereafter, the Fire Chief shall assign shift personnel to one of Four (4) shifts: A, B, C, and D. A shift assignment for an employee shall be worked as follows:

- Shift hours begin at 0800 and end at 0800 hours each day.

The parties will mutually agree to a four-platoon schedule through the Labor-Management Committee.

6.2.1 For 2025 only, employees who are in a leave without pay status for an entire pay period are not entitled to receive pay for Kelly days during that pay period.

6.3 **BEGINNING OF YEAR TRANSFERS:** The Fire Chief may transfer as many employees as the Chief deems appropriate from one shift or non-shift assignment to another at the beginning of each calendar year. The Chief shall provide fifteen (15) days' notice of all such transfers. The Fire Chief shall provide all affected employees the opportunity to give the Fire Chief their input and relevant information related to the transfer.

6.4 **MID-YEAR TRANSFERS:** During the calendar year, the Fire Chief may transfer each non-probationary employee once from one shift or non-shift assignment to another as a permanent assignment or may transfer each non-probationary employee once on a temporary basis to another shift or non-shift assignment and subsequently return the employee to their original assignment. The Fire Chief shall provide reasonable prior notice to a transferred employee, provided that emergency transfers shall be accomplished with such prior notice as is feasible under the circumstances. The Fire Chief shall provide all affected employees the opportunity to give the Fire Chief their input and relevant information related to the transfer. An unlimited number of mid-year transfers of non-probationary employees which are mutually agreed to in writing between the Fire Chief and the employee are permitted. The Fire Chief may transfer each probationary employee an unlimited number of times from one shift or non-shift assignment to another during the period of probation.

6.5 **SHIFT AND/OR KELLY DAY EXCHANGES:** An employee who has completed twelve (12) full months of employment with the Department may exchange full or partial shifts or full Kelly Days with another employee of the same permanent rank provided that: The change does not interfere with the duties and responsibilities in their positions. Shift and/or Kelly Day exchanges shall be considered as substitutions under FLSA 29 U.S.C. 207(p), and the City shall have no obligation to keep records of such exchanges or to revise the hours of work to reflect the exchanges. Shift and/or Kelly Day exchange documentation must be submitted at least 14 hours prior to the shift being exchanged. *Effective January 1, 2026, Section 6.5 will apply to Debit Days instead of Kelly Days.

6.5.1 **Shift and/or Kelly Day Exchange Approval** - The shift Battalion Chief must approve the exchange in the staffing program, thus indicating no interference is expected as a result of the Shift/Kelly Day exchange. The Fire Chief may overrule the Battalion Chief when in their opinion, the needs of the department will be negatively affected by the exchange.

6.5.2 Personnel may have early relief up to two (2) hours before the end of their shift. No shift exchange documentation shall be required for an employee being appropriately relieved within two (2) hours of the end of their shift. Verbal communication with the immediate supervisor is required for accountability purposes.

6.5.3 Shift and/or Kelly Day exchanges in excess of twelve (12) per calendar year require the prior approval of the Fire Chief or designee. The employee initiating a Shift and/or Kelly

Day trade shall have the trade counted towards their annual limit of twelve (12). (See 6.5.1)

- 6.5.4 **Out of Rank Shift and/or Kelly Day Exchanges** – Out of rank Shift and/or Full Kelly Day exchanges shall be allowed provided employees have obtained prior written approval of their immediate supervisor and the Battalion Chief. Such exchanges shall not impact the department financially.
- 6.5.5 **Shift Exchange Pay Back** - In the event an employee is unable to work a shift exchange for any reason (i.e., sick leave, emergency leave, bereavement leave, jury duty, witness and military duty leave), the employee shall be responsible to “pay back” the time to the City within ninety (90) days from the missed day. When the employee returns to work **or before the end of the pay period**, they will coordinate with the Battalion Chief to schedule that time. If they are unable to schedule a day at that time, then leave will be deducted from the appropriate leave bank. If the employee’s absence results in the City having to pay overtime, the employee will be required to pay back the time at the rate of 1.5 hours for each hour owed to be deducted from the most appropriate type of leave bank accrual corresponding to the absence. If the employee calls in sick, the hours will be deducted from the employee’s collectively bargained sick leave. The Battalion Chief shall offer the employee the opportunity to avoid having to pay back accrued leave by agreeing to work where a known vacancy exists that would cause overtime. If an employee’s absence does not result in the City paying overtime, then the employee will be permitted to pay back the time on an hour-for-hour basis to be deducted from the most appropriate type of leave bank accrual corresponding to the absence.
- 6.5.6 **Multiple Party Exchanges** – Full shift exchanges, partial shift exchanges and Full Kelly Day exchanges may be entered into by multiple parties and are subject to all the provisions of Article 6. If the Fire Chief has to become involved with multiple party exchange disputes this section will be removed.

ARTICLE 7 OVERTIME

- 7.1 **OVERTIME DEFINED:** Overtime is all required and/or authorized work performed in excess of an employee’s normal work schedule. Overtime includes required training, instruction, equipment/SCBA repair, callback and other such work which is performed during an employee’s normally scheduled off-duty time. For the purposes of this Article, Acting Officer compensation hours will be included.
- 7.2 **OVERTIME COMPENSATION:** Overtime shall be compensated at the rate of one-and-one-half (1-1/2) times an employee’s regular rate of pay in cash or in compensatory time. The form of overtime compensation shall be at the choice of the employee in accordance with the terms of this Agreement. The FLSA regular rate of pay includes longevity and other remuneration for employment as required by law.
- 7.3 **HOURLY RATE DEFINED – SHIFT EMPLOYEE:** A shift employee’s hourly rate shall be computed as follows: Semi-monthly wage rate multiplied by twenty-four (24) pay periods. The result shall be divided by 2,568 hours of work for shift employees. Effective January 1, 2026, the result shall be divided by 2,472 hours of work for shift employees.

- 7.4 **HOURLY RATE DEFINED – NON-SHIFT EMPLOYEE:** A non-shift employee’s hourly rate shall be computed as follows: Semi-monthly wage rate multiplied by twenty-four (24) pay periods. The result shall be divided by 2,080 hours for non-shift employees.
- 7.5 **CALL BACK OVERTIME:** In the event an employee who has left the workplace is called back per Article 7.12 to duty for a period of time which is less than two (2) hours, the employee shall receive a minimum of two (2) hours of overtime compensation.
- 7.6 **HOLD OVER AFTER NORMAL DUTY SHIFT:** In the event an employee is held over after the expiration of their normal duty shift, the employee shall be compensated at the overtime rate for the actual time held over.
- 7.7 **COURT AND/OR SUBPOENAED APPEARANCES:** An employee who responds to a subpoena or appears in Court in a case on behalf of the City on off-duty time shall be paid at their overtime rate for all hours related to such appearances. The two (2) hour minimum referenced in subsection 7.5 above shall apply to court or subpoenaed appearances.
- 7.8 **ON CALL FIRE INSPECTOR:** An employee who is assigned to serve as On Call Fire Inspector shall receive ten (10) hours of compensation at their overtime rate for each seven (7) day period so served. The form of overtime compensation shall be at the choice of the employee in accordance with the terms of this Agreement.
- 7.9 **LIMITATION OF COMPENSATORY TIME:** A non-shift employee may accumulate up to two hundred nine (209) hours, and a shift employee may accumulate up to two hundred and sixty four (264) hours of compensatory time. Compensatory time shall be granted unless it is unduly disruptive. An employee may request the Fire Chief to approve cash payment for accumulated compensatory time. Upon approval, compensatory time shall be paid out at the employee’s regular rate for each hour of compensatory time requested to be converted to cash and paid to the employee the next full pay period. Compensatory time must be accrued prior to submitting a leave request form.
- 7.10 **COMPENSATORY TIME USAGE:** Compensatory leave selections shall begin in conjunction with vacation leave on November 1 by seniority for the following calendar year. An employee may choose up to two compensatory leave spots with each round of vacation selections, excluding City-recognized holidays. Compensatory time must be accrued prior to compensatory leave selections. Once vacation selections have been completed, all compensatory leave requests submitted prior to January 1 will go to lotto if multiple requests for the same day are submitted. After January 1, an employee desiring to utilize accrued compensatory time shall be required to complete and file a leave request form requesting Compensatory leave with the Shift Battalion Chief or Battalion Chief not less than one hundred twenty hours (120) prior to the requested date(s) of usage, except for City-recognized holidays. Employees desiring to use compensatory time on a city observed holiday shall submit a leave request not more than fifteen (15) shifts in advance of the holiday request. On the fifth (5th) shift prior to the holiday, a lottery will be held among the employees who have submitted a leave request for usage of compensatory time for the holiday. It shall be understood that no more than a full 24 hours aggregate of compensatory leave shall be permitted per shift, regardless of the number of employees taking time that shift. Compensatory time shall be taken in a minimum of a four (4) hour block for the first four (4) hours of compensatory time scheduled;

thereafter, it shall be taken in minimum increments of one-half (1/2) hour. (EXAMPLE: One (1) employee taking comp time for full 24-hour shift, would count the same as 3 employees, each taking off 8 hours the same shift). Usage of compensatory time beyond the 24 hours aggregate described above may be granted to other bargaining unit employees on the same day, unless it would cause overtime. Except for holidays and pre-January submittals, should more than one employee request the same time off, the employee whose form was submitted first will be granted the compensatory time off.

If a member has a vacation slot selected for vacation, the member may use their Compensatory time in this situation. This scenario would not affect the shift with regard to using compensatory time.

7.11 OVERTIME WORK ASSIGNMENTS: Overtime work will be assigned to employees on the basis of the Fire Service and Emergency Medical Service needs.

For the purposes of hiring for overtime, the following staffing levels shall be maintained as a minimum: One (1) Battalion Chief/Acting Battalion Chief, three (3) Company Officers or Acting Company Officers, one (1) Apparatus Operator, and three (3) Paramedics with a total of fourteen (14) on duty each day as a minimum. Effective January 1, 2026, the minimum on duty each day shall increase to sixteen (16).

In addition to the foregoing each shift (e.g., A shift) shall have a roster that consists of at least one (1) Battalion Chief, one (1) Captain, two (2) Lieutenants, three (3) Paramedics, and three (3) Apparatus Operators with the balance of the roster at the Employer's discretion. The City shall maintain a minimum of (3) Firefighters/Equipment Maintenance and three (3) Firefighter (S.C.B.A. Technicians) employed within the Department.

The minimum staffing requirements of this Section are intended to cover normal operations and shall not apply in emergency situations or when the City determines that an ongoing reduction in force or an ongoing reduction in service is needed due to economic downturn. Any reductions to the minimum staffing requirements due to emergency or economic circumstances must be at the direction of the Mayor or City Council. Prior to implementation of any such reductions, the City will meet and confer with the Union in Labor Management Committee. Reductions in force will be in accordance with Civil Service Rule 15.

7.12 CALLBACK PROCEDURE:

7.12.1 Using the monthly staffing calendar, confirm the status (on-duty, off-duty, vacation, K-day or Debit Day, educational leave, administrative leave, sick leave, disabilities, etc.) of all shift members. Specifically note the number of officers, paramedics and firefighters scheduled to work.

7.12.2 Using the minimum staffing recommendations found in 7.11 above, identify what positions are needed to fulfill minimum staffing levels.

7.12.3 Using the staffing program, identify the employee having worked the fewest number of overtime hours and determine if they are available and eligible to fill the needed overtime

position. In the event that two (2) or more members have an equal number of cumulative overtime hours, relative seniority position shall determine the order of eligibility.

- 7.12.4 The Battalion Chief/Acting Battalion Chief shall use the staffing program to contact an employee with an offer of overtime work, and the contact shall be noted on the staffing program, which shall be used to maintain records of calls made and responses received.
- 7.12.5 If overtime is needed for an officer position, and if the officer is the individual with the lowest number of hours, hire the officer. If it is not an officer, use acting officers from the shift and hire the employee with the least number of overtime hours that maintains minimum staffing identified in section 7.11 above.
- 7.12.6 The Battalion Chief/Acting Battalion Chief has the authority to move or reassign personnel from station to station when needed to balance the experience levels between stations. This shall include moving regularly appointed officers in lieu of using acting officers.
- 7.12.7 Overtime duration in length of four (4) hours or less shall be assigned at the discretion of the Battalion Chief or Acting Battalion Chief. The employee shall have the option of counting or not counting any overtime with a duration of four (4) hours or less.
- 7.12.8 New employees shall complete one (1) year of employment with the department before their name is added to the overtime roster. The newly eligible employee shall be placed on the overtime roster according to the following formula (# of eligible employees X 0.75= relative position on the overtime roster).
- 7.12.9 In the event no one accepts the overtime assignment, the Battalion Chief/Acting Battalion Chief shall “force hire” whoever is at the top of the appropriate force/callback list and is eligible to be force hired. Upon being force hired, that employee’s name shall be moved to the bottom of the force hire list. Wherever possible, force hires shall be conducted rank for rank. Employees may only be force-hired one (1) rank below their current rank. Hours that are force hired shall not count toward overtime hours on the overtime roster. Employees that are forced hired can find eligible employees to fill their position. If an employee that is force hired works less than four (4) hours of the assignment due to finding a replacement, they shall be returned to their original position on the force hire list. Employees on their paid leave cycle, shift trade (including Kelly Trade)/standby cycle, Kelly day cycle, Labor Conference/Negotiations for the Union Executive Board, or on an employee’s scheduled educational leave time are not eligible to be force hired. A fully trained FF or FF/PM in their first year of employment with at least 6 months of service on shift shall be allowed to work a FF or FF/PM overtime to avoid a force-hire when there are no other FF or FF/PM available.
- 7.12.10 A separate roster shall be created and maintained by the Battalion Chief’s Office of the current “force hire” status for all eligible personnel. The list will be initially established utilizing lowest seniority at the top of the list (last hired, first forced). Upon completion of probation, new employees shall be placed at the top of the list. This roster shall be maintained in perpetuity with no resetting of force hire positions. Individuals ineligible for force hires will be removed from the force hire list until returning to a force hire-eligible

position, in which they shall be placed at the top of the list. Seniority shall determine order of returning members to the top of the list.

7.12.11 Force hire notification shall be conducted as soon as the situation appears. Force hire situations with less than 24 hours' notice shall be filled utilizing off-going personnel. Force hire notifications greater than 24 hours shall be from the top of the force hire list.

- 7.13 **CALLBACK RECORDKEEPING:** All overtime hours compensated with overtime pay or compensatory time shall be entered in the staffing program except for employees forced in and those working Christmas, and Union officials performing Union functions in which they can only receive FLSA "Exempt Compensatory" time. All overtime slips for shift personnel shall be routed through the Battalion Chief office and placed in the staffing program. The overtime list will be reset on January 1st of each calendar year.
- 7.14 **CHRISTMAS OVERTIME:** The employee shall have the option of counting or not counting the overtime hours on the overtime staffing program. All other overtime provisions shall apply.
- 7.15 **EMERGENCY CALL BACK:** During times of natural or man-made disasters or emergencies, the Department may feel the necessity that additional personnel are needed. In this event, the Department will activate an "Emergency Call-Back" of personnel. All leaves and time off may be canceled by this type of event that requires mandatory reporting for duty.
- 7.16 **SAFETY OFFICER OVERTIME HIRING:** All members shall receive Safety Officer training through the Fire Marshal's office. Once trained, members may work as Special Event Safety Officers on overtime details. Overtime shall be paid at one and a half (1.5) times the employee's current rate of pay at a minimum of two (2) hours and a maximum of fourteen (14) hours. Any event exceeding fourteen (14) hours will be split equitably and hired separately. Special Event hiring will be voluntary or mandated as needed.

ARTICLE 8 VACATION LEAVE

- 8.1 **VACATION ACCRUAL:** Employee shall accrue vacation leave with pay for all regular hours worked pursuant to the following schedule:

NON-SHIFT EMPLOYEES

SHIFT EMPLOYEES

Years of Service	VL Hrs Earned per pay Non-shift employees	Annual Accrual	Holidays Earned	Total	VL Hrs earned per pay Shift employees	Annual Accrual	Holidays Earned	Total
Hire – 5 yrs.	4.375 hrs	105 hours	96 hours	201 hours	6.099 hours	146 hours	96 hours	242 hours
6 th – 10 th yr.	6.166 hrs	148 hours	96 hours	244 hours	8.416 hours	202 hours	96 hours	298 hours
11 th – 15 th yr.	7.333 hrs	176 hours	96 ours	272 hours	10.266 hours	246 hours	96 hours	342 hours
16 th – 20 th yr.	8.600 hrs	206 hours	96 hours	302 hours	12.040 hours	289 hours	96 hours	385 hours
21 st yrs or >	8.917 hrs.	214 hours	96 hours	310 hours	13.000 hours	312 hours	96 hours	408 hours

Effective January 1, 2025, the annual accrual rate for lateral employees hired on or after January 1, 2020, will include consecutive years working as a LEOFF uniformed firefighter or equivalent out-of-state firefighter. Lateral employees are defined as employees hired from a Civil Service lateral list.

- 8.2 **VACATION ELIGIBILITY:** An employee becomes eligible to take accrued vacation leave upon completion of six (6) months of continuous employment. In the event an employee resigns or is discharged prior to the completion of six (6) full month of employment, any accrued vacation leave shall be forfeited. Vacation leave must be fully accrued prior to the time an employee utilizes any vacation leave. Hours earned during a pay period are not available to use until the following pay period.
- 8.3 **VACATION SCHEDULING:** Annual vacation leave shall be authorized by the Fire Chief or the Chief’s designee. Non-shift personnel shall schedule vacation leave by mutual agreement of the employee and the Fire Chief or the Chief’s designee. Shift employees shall select their vacation choices by seniority within shift assignment and through application of the following rules:
- 8.4 **MINIMUM VACATION LEAVE REQUEST – SCHEDULED VACATION:** Scheduled vacation leave shall be taken in a minimum of an eight (8) hour block for the first eight (8) hours of vacation leave scheduled; thereafter, it shall be taken in minimum increments of one-half (1/2) hour.
- 8.5 **MINIMUM VACATION REQUESTS – SAME DAY REQUESTS:** After the 1st hour, “Same day” vacation leave shall be recorded as actual time taken. Full shift requests shall have priority over partial shift requests for same day vacation leave. All on-duty personnel will be notified prior to granting same day vacation. Employees at or above the maximum vacation balance will have first priority. If multiple employees have the maximum vacation hours, all shall be selected by lottery. If no members are at the maximum hours, all shall be selected by lottery.

The Fire Chief can deny requests for same day vacation for the following reasons:

- When the shift is at a minimum staffing level;
- FGS training, Tech Rescue training, Rescue Swimmer training, Quarterly MCO's, and any other training that the union and employer mutually agree to add to this list;
- For City events including but not limited to Brewfest, Armed Forces Parade, Bridge Blast, the Blackberry Festival, and any other events that the union and the employer mutually agree to add to this list;
- For days that consistently require heavy staffing including but not limited to July 4th, New Year's Eve, and any other days that the union and the employer mutually agree to add to this list; and
- for severe weather events.

8.6 **VACATION LEAVE SELECTION:** Each employee may select vacation leave consisting of seven (7) twenty-four (24) hour shifts. The random selections of shifts may only consist of one (1) City observed holiday per round (except Thanksgiving and the day after Thanksgiving.). Two (2) vacation slots shall be available for pre-selection for each day of the year from which selections can be made.

8.6.1 **DEBIT DAY SELECTION:** After vacation leave selection, each member shall schedule their Debit Days on a day with vacancy in their Rank that causes the shift to fall below minimum staffing, unless no such days are available, in which case employees may select any shift consistent with the requirements of this Article. Selection of Debit Days shall be made by seniority. FF/EMTs and FF/Paramedics must schedule Debit Days based on their classification. No more than one (1) Debit Day may be scheduled in any FLSA work cycle.

8.7 **TIMING OF VACATION LEAVE/DEBIT DAY SELECTION:** Vacation selections will begin November 1st by seniority, for the following calendar year. The shift vacation/debit day calendar will be finalized by December 1st.

8.8 **CANCELLATION OF VACATION SELECTION BY AN EMPLOYEE:** In the event a vacation selection which has been made and approved is subsequently canceled by an employee, the vacation selection so canceled shall be made available for selection to other employees as soon as feasible, provided however, that the shift is not at a minimum on a same day selection. Canceled vacation selection must not place the employee in violation of Article 8.10. All vacation cancellations situations must be cancelled no less than 70 hours prior to the start of the scheduled vacation leave. In no instance shall an employee take leave without pay for scheduled vacation. The canceled vacation slot shall be selected by lottery. Employees at or above the maximum balance will have first priority. If multiple employees have the maximum vacation hours, all shall be selected by lottery. If no members are at the maximum hours, all shall be selected by lottery. If an employee is at maximum hours and wins the lottery, their hours will be reduced by a commensurate amount of hours for any additional lotteries being held at the same time.

8.9 **MAXIMUM VACATION LEAVE ACCRUAL:** The maximum accrual of vacation leave that any employee shall be allowed to carry forward from one calendar year to the next is as follows:

<u>Years of Continuous Employment</u>	<u>Non-shift Personnel Maximum Balance</u>	<u>Shift Personnel Maximum Balance</u>
0 through Five (5) years	196 hours	246 hours
More than Five (5) years	276 hours	351 hours

8.10 **VACATION LEAVE BALANCE GREATER THAN MAXIMUM ALLOWABLE:** In the event an employee has been prohibited from taking sufficient vacation time to reduce their vacation balance to the maximum allowable carryover at the end of a calendar year, any hours in excess of the maximum shall be paid out in cash at the employee’s straight time hourly rate the last pay period in January. Employees will be required to submit a written request to the Fire Chief for vacation pay out specifying the reason(s) for which they have been unable to take vacation leave in order to reduce their balance to the maximum allowable carryover. An employee whose accrued vacation leave exceeds the maximum carryover balance at the end of the calendar year because they failed to timely request vacation leave, or waited until October 1st or later to request adequate vacation leave to reduce their balance to the maximum allowable, shall have any excess leave scheduled by the Chief or their designee with 72 hours advance notice, within the months of January, February or March of the following calendar year.

8.11 **SCHEDULE CHANGE BALANCE ADJUSTMENT:**

8.11.1 **NON-SHIFT TO SHIFT:** In the event an employee’s normal hours of work are changed from a non-shift schedule to a shift schedule, the employee’s accrued vacation hours upon the date of change shall be increased as follows: $\text{Accrued Hours} \times 1.313 = \text{Employee’s accrued vacation hours balance}$.

8.11.2 **SHIFT TO NON-SHIFT:** In the event an employee’s normal hours of work are changed from a shift schedule to a non-shift schedule, the employee’s vacation hours upon the date of change shall be decreased as follows: $\text{Accrued Hours} \times 0.762 = \text{Employee’s Vacation Balance}$.

8.12 **VACATION BUY-BACK:** Upon the approval of the Fire Chief, an employee may receive cash compensation at the employee’s straight time hourly rate for any accrued and unused vacation time. Requests for payment shall be made in writing to the Fire Chief during the 1st half of each year (January 1st through June 30th), and will be paid out equally (divide the numbers of hours by the number of employees that put in for pay out) on the pay period ending July 15th.

8.13 **VACATION PAY-OUT:** Upon the retirement or termination of an employee who has served six (6) continuous full months of employment or more, or upon the date of an employee’s disability retirement, the accrued vacation leave of such employee will be paid to the employee in a cash lump sum payment. Employees will not be able to cash out more than the max allowable carryover from the previous year plus what was earned in the current calendar year.

8.14 Employees on leave without pay status for an entire pay period shall not accrue vacation leave.

ARTICLE 9 HOLIDAYS

9.1 **HOLIDAYS OBSERVED:** The following holidays shall be observed by the City:

- | | |
|-------------------------------|------------------------|
| New Year’s Day | Labor Day |
| Martin Luther King’s Birthday | Veteran’s Day |
| President’s Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Juneteenth | Christmas |
| Independence Day | |

9.2 **OTHER HOLIDAYS:** In addition, any other holiday proclaimed by the federal or state government, provided that the City takes official action to have such holiday also observed by the City.

9.3 **FLOATING HOLIDAY:** For 2025, each non-shift employee shall be allowed one (1) additional holiday to be observed by the employee on a day mutually agreeable to the employee and the Fire Chief. Effective January 1, 2026, each non-shift employee shall be allowed a total of fifty (50) hours of floating holiday to be observed by the employee on dates mutually agreeable to the employee and the Fire Chief. The 50 hours shall be prorated for partial years on non-shift.

9.4 **HOLIDAY COMPENSATION – NON-SHIFT PERSONNEL:** Non-shift personnel shall receive eight (8) hours of time off with pay for each holiday observed by the City and for a floating holiday for each employee’s choice. If a holiday observed by the City falls on a Saturday, the holiday will be observed on the preceding Friday. If a holiday falls on a Sunday, the holiday will be observed on the following Monday.

9.5 **HOLIDAY COMPENSATION – SHIFT PERSONNEL:** Shift personnel shall receive 4 hours added to their vacation leave accrual rate per pay period in lieu of all holidays. Accumulation and taking time off in lieu of holidays shall be accomplished in accordance with the vacation leave provisions set forth in Article 8.

9.6 In lieu of additional compensation for those employees scheduled to work on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas, the following will apply: The City will pay 24 hours of straight time at the employee’s current pay band as listed in Appendix A; provided that the employee is on the payroll on 10/31 of the year, and has been working a 24 hour shift position for six (6) months during that calendar year. The 24 hours’ pay will be paid on the pay period ending October 31st each year. New employees attending the Fire Academy shall be considered shift employees for this benefit.

9.7 The City will pay all shift bargaining unit members an additional 24 hours of straight time at the employee’s current pay band as listed in Appendix A paid on the pay period ending November 30th, in lieu of a reduction in hours, subject to the same terms and conditions as outlined in section 9.6. Article 9.7 shall sunset on December 31, 2025.

ARTICLE 10 SICK LEAVE AND INDUSTRIAL DISABILITY

10.1 SICK LEAVE ACCRUAL:

10.1.1 NON-SHIFT EMPLOYEES' COLLECTIVELY BARGAINED ACCRUAL: Non-shift employees shall accrue sick leave time with pay at the rate of 2.1667 hours for each regularly scheduled pay period. An employee transferred to a non-shift position any time during their first five years of employment shall accrue 5.933 hours for each regularly scheduled pay period. The max annual accrual of collectively bargained sick leave is 52.0008.

10.1.2 NON-SHIFT EMPLOYEES' ACCRUAL REQUIRED BY WASHINGTON STATE PAID SICK LEAVE LAW: Non-shift employees shall accrue sick leave time with pay at the rate of 1.8333 hours for each regularly scheduled pay period. The max annual accrual of Washington state paid sick leave is 43.9992.

10.1.3 SHIFT EMPLOYEES' COLLECTIVELY BARGAINED ACCRUAL: The annual accrual for shift personnel will be 5.3250 hours per pay period. New employees shall earn 7.3250 hours per pay period for the first five (5) years of employment while assigned to shift work. The maximum annual accrual shall be 127.80 for employees with more than 5 years employment with the City and 175.8 for the first five years. Should a shift employee be transferred to a non-shift position at any time during their first five years of employment, then the employee will accrue sick leave pursuant to Section 10.1.1. Partial pay periods will be pro-rated to the closest full hour.

10.1.4 SHIFT EMPLOYEES' ACCRUAL REQUIRED BY WASHINGTON STATE PAID SICK LEAVE LAW: The annual accrual for shift personnel will be 2.6750 hours per pay period. Should a shift employee be transferred to a non-shift position at any time during their first five years of employment, then the employee will accrue sick leave pursuant to Section 10.1.1 and 10.1.2. Partial pay periods will be pro-rated to the closest full hour.

10.1.5 SICK LEAVE WORK PERFORMANCE BONUS (Collectively Bargained Sick Leave Accrual Bank Only): Shift employees who accrue over 1390 hours (maximum sick leave carry over) and non-shift employees who accrue over 1126 hours (maximum sick leave carry over) leave may cash out 50% of the hours over 1390 (shift) and 1126 (non-shift) for a maximum yearly cash out of 64 hours for (shift employees) and 33 hours for (non-shift employees) and shall receive this bonus on the pay period ending January 15th. The employees collectively bargained (not WA State required accrual) sick leave balance will be reduced to 1390 (shift) and 1126 (non- shift). Employees transferred between shift and non-shift assignments shall be paid at the rate applicable to the assignment in which they spent the most days in that calendar year.

10.2 DONATIONS OF VACATION LEAVE: Donations of vacation leave permit employees to aid any City employee who is suffering from an extraordinary or severe illness, injury, impairment, physical or mental condition, or whose spouse or minor children (under the age of 18) are suffering from a life-threatening injury or illness, or in the event of their death, which has caused or is likely to cause the employee to take leave without pay or to terminate their employment prior to a determination that the affected employee is not expected to recover to an extent that will enable the

employee to resume their normal duties or the duties of another position with the City or another employer.

10.2.1 **ELIGIBILITY:** An employees who (1) is suffering from an illness or injury causing their extended leave absence from work, or whose spouse or minor children (under the age of 18) are suffering from a life threatening injury or illness, or in the event of their death, and (2) who has depleted or will shortly deplete their total available accrued vacation, sick and floating holiday leave, may request donations of vacation leave.

10.2.2 **CRITERIA FOR APPROVAL:** A request for donations of vacation leave shall be submitted to the requesting employee's Department Head accompanied by medical documentation verifying the medical condition requiring the need for leave, and the time period during which the employee can reasonably be expected to be absent from work due to the condition. Upon verifying that the requesting employee meets all of the eligibility requirements above and upon determining that the medical documentation received provides appropriate verification of the medical condition and time period involved, the Department Head will recommend the employee's request for donations of vacation leave be approved by the Mayor. The Mayor will review the request to assure that all of the requirements set forth in this subsection have been met and, if so, shall approve the employee's request for donations of vacation leave.

10.2.3 **NOTIFICATION:** Upon approval by the Mayor, all City employees shall be notified of the approved request for donation of leave.

10.2.4 **CONDITIONS OF DONATION:** An employee who has been employed for at least six (6) months who desires to donate accrued vacation leave to a requesting employee will do so as a free and voluntary act and no duress or coercion shall be placed upon an employee to make such donation of their accrued vacation leave. Employees who are utilizing donated leave to cover their own absences may not donate leave to another employee until such time as they have returned to their normal schedule, and any excess donations made to them have been returned pursuant to 10.2.6 below. An employee who desires to donate vacation leave shall complete a Donation of Vacation Leave Form and submit it to their Department Head. The donated vacation leave will be transferred to the requesting employee's **sick leave balance** with the next payroll report. Forms will be date stamped and all time donated shall be in full hour increments and shall be credited to the employee on an hour-for-hour basis. A monthly update of the condition of the employee by the attending primary medical doctor shall be required and furnished to the Department Head.

10.2.4.1 **LEAVE ACCRUED FROM DONATED LEAVE:** Any leave accrued will be used first each pay period before the balance is deducted from the donated leave.

10.2.5 **USE OF DONATED VACATION LEAVE:** An employee who has received donated vacation leave will be able to use the sick leave in the same manner as if they had personally accrued the leave, provided that the use of the sick leave is in conformance with the provisions of this Article.

10.2.6 **RETURN OF EXCESS LEAVE DONATIONS:** In the event of excess donations received but not used due to early recovery, resignation, retirement or death, all donations

received but not utilized shall be returned to the donating employee(s) based on the proportion of hours that employee donated in relation to the total hours donated by all employees (e.g. an employee who donates 50 hours of 450 hours total donated shall be credited with 50/450ths of the hours not utilized). Such returned leave shall be reflected in the appropriate leave balance as soon as possible. Time donated for this purpose will not be considered as time used during the donor's performance rating period.

10.3 MAXIMUM SICK LEAVE CARRY OVER (COLLECTIVELY BARGAINED):

10.3.1 NON-SHIFT EMPLOYEES: Non-shift personnel shall be allowed to carry over sick leave up to a maximum of one thousand one hundred twenty-six (1126) hours.

10.3.2 SHIFT EMPLOYEES: Shift personnel shall be allowed to carry over sick leave up to a maximum of thirteen hundred and ninety (1390) hours.

10.4 MAXIMUM SICK LEAVE CARRY OVER (WASHINGTON STATE PAID SICK LEAVE LAW)

10.4.1 NON-SHIFT EMPLOYEES: The maximum annual carryover shall be 40 hours. Partial pay periods will be pro-rated to the closest full hour. Accrued leave over 40 hours will be added the collectively bargained leave bank provided it does not put that leave bank over the max allowed carry over.

10.4.2 SHIFT EMPLOYEES: The maximum annual carryover shall be 50 hours. Partial pay periods will be pro-rated to the closest full hour. Partial pay periods will be pro-rated to the closest full hour. Accrued leave over 40 hours will be added the collectively bargained leave bank provided it does not put that leave bank over the max allowed carry over.

SCHEDULE CHANGE BALANCE ADJUSTMENT:

NON-SHIFT TO SHIFT: In the event an employee's normal hours of work are changed from a non-shift schedule to a shift schedule, the employee's accrued sick hours upon the date of change shall be increased as follows: $\text{Accrued Hours} \times 1.235 = \text{Employee's accrued sick leave balance}$.

SHIFT TO NON-SHIFT: In the event an employee's normal hours of work are changed from a shift schedule to a non-shift schedule, the employee's sick hours upon the date of changed shall be decreased as follows: $\text{Accrued Hours} \times 0.81 = \text{Employee's sick leave balance}$.

10.5 SICK LEAVE INCENTIVE:

10.5.1 NON-SHIFT PERSONNEL: Any non-probationary employee covered under this Agreement who does not utilize any of their collectively bargained sick leave benefit from January 1st through December 31st in a calendar year shall have their vacation leave balance credited with (8) additional hours on the pay period ending January 31st.

10.5.2 **SHIFT EMPLOYEE:** Any non-probationary shift employee covered under this Agreement who does not utilize any of their collectively bargained sick leave benefit from January 1st through December 31st in a calendar year shall have their vacation leave balance credited with eleven-point two (11.2) additional hours on the pay period ending January 31st.

10.6 **SICK LEAVE RETIREMENT PAYMENT:** An employee who retires from City service on a service or disability retirement shall be provided a Sick Leave Retirement Payment as follows:

10.6.1 **NON-SHIFT PERSONNEL:** Thirty-five percent (35%) of the employee's accrued and unused sick leave hours up to the maximum of 1166 hours (a maximum total of 408 hours) will be paid to the employee at the employee's base wage plus longevity rate in effect at the time of retirement, which shall be contributed to the employee's HRA. If the employee provides at least 365 calendar days' advance written notice of retirement, then fifty percent (50%) of the employee's accrued and unused sick leave hours up to the maximum of 1166 hours (a maximum total of 583 hours) will be paid to the employee at the employee's base wage plus longevity rate in effect at the time of retirement, which shall be contributed to the employee's HRA.

10.6.2 **SHIFT PERSONNEL:** Thirty-five (35%) of the employee's accrued and unused sick leave hours up to the maximum of 1440 hours (a maximum total of 504 hours) will be paid to the employee at the employee's base wage plus longevity rate in effect at the time of retirement, which shall be contributed to the employee's HRA. If the employee provides at least 365 calendar days' advance written notice of retirement, then fifty percent (50%) of the employee's accrued and unused sick leave hours up to the maximum of 1440 hours (a maximum total of 720 hours) will be paid to the employee at the employee's base wage plus longevity rate in effect at the time of retirement, which shall be contributed to the employee's HRA.

*Note – To be eligible for the 50% retirement payout during 2026 (Articles 10.6.1 and 10.6.2), the employee must give at least 120 days' written notice. Retirement payouts at 50% are not available for retirements in 2025.

10.6.3 The City agrees to allow LEOFF II members of the bargaining unit to participate in the Washington State Council of Fire Fighters Medical Expense Reimbursement Plan (WSCFF MERP) and contribute \$75.00 per month through a payroll deduction the first (1st) paycheck of each month. The \$75.00 deduction shall be made on a pre-tax basis on behalf of the employee to the WSCFF MERP.

10.6.4 The WSCFF MERP plan is established in accordance with applicable federal and state regulations.

These contributions shall be included as part of salary for the purpose of calculating retirement benefits. The City will contribute \$55.00 per month to the WSCFF MERP for each eligible LEOFF II bargaining unit member, and the employee shall contribute \$75.00 for a total of \$130.00. Effective January 1, 2026, the City will contribute \$75.00 per month to the WSCFF MERP for each eligible LEOFF II bargaining unit member, and the employee shall contribute \$75.00 for a total of \$150.00.

- 10.7 **PAYMENT OF SICK LEAVE UPON DEATH:** In the event of the death of an employee, the employee's estate shall be paid for the total accrued and unused sick leave hours at the employee's regular hourly wage rate in effect at the time of death up to a maximum of 1166 hours for a non-shift employee, or a maximum of 1440 hours for a shift employee.
- 10.8 **SICK LEAVE USE:** Sick leave must be accrued prior to use by an employee. Hours earned during a pay period are not available for use until the following pay period. Sick leave shall be made available to each employee up to the amount of each employee's accrued sick leave balance, and shall be used in increments of no less than one-half (1/2) hour to cover an employee's absence from their regularly scheduled work hours due to:
- 10.8.1 Any absence allowed by the sick leave provisions set forth in applicable Federal or State laws, as currently written or hereafter amended.
- 10.8.2 Contact Human Resources for questions related to eligibility.
- 10.9 **NOTIFICATION OF SICK LEAVE USE:** An employee who is absent or expects to be absent from work due to causes specified in 10.8.1 above, shall provide notification to the Department as follows:
- 10.9.1 **ROUTINE APPOINTMENTS:**
- 0.9.1.1 **ANTICIPATED ABSENCE:** An employee who schedules a routine medical, dental or oculist appointment shall make every reasonable effort to schedule such an appointment on their off-duty days. The employee shall give at least seventy-two (72) hours prior notice of the date and time of the appointment to their shift battalion chief. An employee's battalion chief may request that the employee reschedule routine appointments when, in the judgment of the supervisor, the scheduled absence of the employee would unduly interfere with the operations of the Department. The supervisor shall not unreasonably deny an employee sick leave with pay for routine medical, dental or oculist appointments.
- 10.9.1.2 **UNANTICIPATED ABSENCE:** An employee who is absent from work or who will be unable to report to work as scheduled due to personal illness or injury, or for other causes specified in 10.8 above, shall promptly notify the Department by telephone or otherwise by 0700 of the day of their on-duty shift, and must make contact with on-duty battalion chief.
- 10.9.1.3 **SICK LEAVE DURING AUTHORIZED PAID LEAVE:** An employee who becomes ill or is injured during the employee's paid vacation or compensatory time off may request the conversion of such paid leave to sick leave with pay by promptly notifying the Department of the illness or injury at the time of the illness or injury, or as soon as is reasonably feasible and providing such information as is required by the Department to verify the appropriateness of such a conversion.
- 10.10 **SICK LEAVE DOCUMENTATION AND APPROVAL:** An employee who has been absent or on sick leave shall, during their first shift back to work, be required to submit such forms and

provide such information as required by the Department to approve the use of sick leave with pay for the absence, except that documentation for Washington State Paid Sick Leave shall not be required unless the employee is absent for more than three (3) consecutive shifts. The Department may require an employee to demonstrate that the employee has sought treatment, taken appropriate precautions or otherwise effected measures to correct the condition causing the employee's absence. The Department may require an employee to provide a Fitness for Duty certification by a professional physician that the employee is sufficiently recovered as to be able to return to work without posing a health hazard to the employee or to other members of the workforce. Collectively bargained sick leave must be approved by the Department prior to payment. The Department shall not unreasonably withhold approval of sick leave with pay from employees.

- 10.11 **INDUSTRIAL DISABILITY LEAVE FOR LEOFF II AND REGULAR EMPLOYEES:** A regular employee who qualifies for and is included in the Washington State Retirement System commonly referred to as "LEOFF II", and who incurs a work-related illness or injury shall be allowed to use accrued sick leave to supplement Workers' Compensation benefits so as to provide the same gross base pay the employee would have received for full time, active service. In no event will the combination of Workers' Compensation and employee sick leave exceed 100% of an employee's regular rate of pay at any time of the disability period.
- 10.12 **SEQUENCING OF LEAVES:** The use of vacation leave, compensatory time, and leave without pay, for purposes other than qualifying use under the Washington Family Care Act, is subject to approval by management. However, unless otherwise required by law, forms of leave shall be used and exhausted in the following sequence:
- a. Sick leave for qualifying incidents until it is exhausted.
 - b. Vacation leave, floating holiday, and/or compensatory time sequenced at the employee's option, until they are exhausted.
 - c. Any donated leave, if available, until it is exhausted, then
 - d. Leave without pay.
- 10.13 Employees on leave without pay status for an entire pay period shall not accrue sick leave.

ARTICLE 11 OTHER LEAVE

- 11.1 **BEREAVEMENT LEAVE:** An employee will be granted up to 48 hours of bereavement leave annually for grieving the loss of an immediate family member or attending funerals of the employee's immediate family. All time off for bereavement leave in excess of 48 hours shall be charged against an employee's vacation/holiday, sick leave or compensatory time leave balance at the option of the employee.
- 11.1.1 **Immediate family** shall be defined as spouse, child, mother, father, mother/father-in-law, brother, sister, brother/sister-in-law, grandparents and grandchildren, step relations as described herein of both the employee and the employee's spouse.
- 11.2 **JURY DUTY AND WITNESS DUTY:** An employee shall be granted leave of absence with pay for the purpose of reporting to jury duty or serving as a witness in a case relating to their job with the City, except in those instances where the employee is taking action against the City. Any juror

or witness fees received by the employee for the performance of such duties shall be assigned to the City.

- 11.2.1 **CITY NOTIFICATION:** Employee shall be required to notify the City immediately upon receipt of written notification from the Court that they must report for Jury Duty or serve as a Witness as the result of a case related to his or her employment, by submitting a Leave Request form with a copy of the Jury Duty/Witness Notice attached. Upon telephone confirmation by the Court to report, the employee shall immediately notify the on-duty supervisor.
- 11.3 **MILITARY DUTY LEAVE:** An employee who presents official orders requiring their attendance for a period of training or other active duty as a member of the United States Armed Forces or the State National Guard shall be entitled to military leave with no loss of pay for a period not to exceed twenty-one (21) work days annually October 1 through September 30). Authorized leave of absence for additional or longer periods of time for assignment to duty functions shall be without pay and shall be granted by the City. The period of service must not exceed five (5) years. During periods of military conflict, employees are entitled up to fifteen (15) days of unpaid leave when the military spouse has been notified of an impending call or ordered to active duty before their spouse is deployed or while their spouse is on leave from deployment.
- 11.4 **EMERGENCY LEAVE:** In the event of an unforeseen emergency or extenuating circumstances, which requires the absence of an employee such as closed roads/passes, airports and to extend Bereavement leave, the employee shall notify their immediate supervisor as soon as possible. At the employee's discretion, such emergency leave shall be charged to unused vacation/holiday or compensatory leave balance and the employee will document on a Leave Slip the reason for the absence.
- 11.5 **ADMINISTRATIVE LEAVE:** Any bargaining unit employee may be placed on Administrative Leave (leave with pay) for reasons in the best interest of the City and/or employee (e.g. to diffuse a work-related or personal problem that has the potential for escalation if left unchecked, and/or has a negative effect on department/division operations, and no other solution is available. The City may require an employee on Administrative Leave to be available during their normal work schedule.
- 11.6 **DOMESTIC VIOLENCE LEAVE** – Pursuant to State Law, Domestic Violence Leave provides additional leave rights to employees who are victims of domestic violence, sexual assault, or stalking, or who are family members of victims. It entitles employees to take leave to receive medical treatment, attend legal proceedings, or address safety concerns arising out of domestic violence, sexual assault, or stalking as outlined in City Human Resources Policy 3-20-19.

ARTICLE 12 INSURANCE BENEFITS

- 12.1 **MEDICAL INSURANCE:** The City shall make medical insurance coverage available to employees and their dependents and provide for payment of insurance premiums as follows:

LEOFF Trust Plan B medical plan (or equivalent or better coverage).

Kaiser Permanente \$20 co-pay plan (or equivalent or better coverage).

The Union includes the Fire Chief, Assistant Fire Chief and LEOFF under age 65 retirees on their application for medical coverage through the LEOFF Trust.

- 12.2 The City shall pay 100% of employee coverage under LEOFF Trust Plan B and Kaiser Permanente and 90% of the cost of the premium for LEOFF Trust Plan B or Kaiser Permanente for spouse and/or dependents coverage.

The City and the employees agree to split equally any annual premium increase over 10%. In the event this occurs, the City's percentage will return to 90% the following year (unless the annual increase is over 10% again, in which case the amount above 10% will be split equally).

- 12.3 **DENTAL INSURANCE:** The City shall make the same level of benefits as are provided through Washington Dental Service Plan F dental insurance coverage available to employees and their dependents and provide for full payment of insurance premiums. All Co-pay amounts for all services received shall be paid by the employee.

- 12.4 **DISABILITY AND LIFE INSURANCE: LEOFF II:** Employees will receive \$50.00 per month in lieu of any City contributions toward the cost of premiums for Short Term Disability, Long Term Disability, and Life Insurance coverage.

- 12.5 **INSURANCE RESERVES, REBATES AND SURPLUSES:** The City agrees that premium rebates, reserve account rebates or any other monetary returns to the employer from the insurance providers, together with subsequent interest earnings thereon shall be used exclusively to defray the costs of premium increases in the plan, and increase benefit levels, or other health related purposes determined appropriate by the Insurance Benefits Committee shall be comprised of the following members: Mayor or designee, one employee selected by the non-represented management and professional employees, and one individual selected by each of the recognized unions. The committee shall elect a chair and any other officers it deems appropriate.

- 12.6 **BENEFITS WHILE ON DISABILITY LEAVE:** The Employer shall provide employees on disability leave the benefit outlined in Article 12 if they are on paid leave and the employee is paid a minimum of seventy (70) hours per month during each month the employee is in a leave without pay status.

- 12.7 **HEALTH INSURANCE RE-OPENER:** In the event the parties' negotiated health insurance provisions fail to meet requirements of the Affordable Care Act (ACA) and its related regulations, cause the employer or covered employees to be subject to penalty, tax or fine, or offered plans are discontinued by the insurance carrier as a result of the ACA, either the Union or the Employer may reopen this Article, upon written notice to the other party, for the sole purpose of renegotiation of health insurance benefits under Article 12 and its effects. If, as a result of these negotiations, the parties agree to modify the health insurance benefits under Article 12 in order to avoid and/or minimize penalties, taxes, fines or increased costs to meet the requirements of the ACA, the Union reserves the right to bargain over any resulting reduction in the aggregate value of benefits in the Agreement.

- 12.8 **HEALTH REIMBURSEMENT ARRANGEMENT (HRA):** The City will contribute the following amounts to an HRA for employees:

Employee only coverage – (\$2,700 annually) \$1,350.00 paid on the pay period ending January 15th and \$1,350.00 paid on the pay period ending July 15th.

Employee and dependents (\$4,700.00 annually) \$2,350.00 paid on the pay period ending January 15th and \$2,350.00 paid on the pay period ending July 15th.

Contributions for newly hired or employees who separate from City service mid-year shall have their contributions prorated and the amount owed back to the City shall be deducted from their final paycheck.

The Third Party Administrator (TPA) for the Health Reimbursement Arrangement (HRA) - debit card shall be Peak 1 Administration.

The HRA may be used for all IRS allowable expenses and shall contain the following elements:

- Individual account funds shall roll over accumulated amounts and shall include a survivorship option.
- Employees separating from the Agency shall continue to have access to their HRA balance (until depleted).

The City's "Premium Holiday" savings (medical), if applicable, shall be split evenly between the City and the Union. The Union's share shall be divided equally among all and deposited into each employee's HRA account.

12.9 **ADDITIONAL COST:** Parties agree to negotiate any additional fees or costs that are not articulated in this agreement.

12.10 **INSURANCE OPT OUT:** An employee who waives the right to obtain medical insurance coverage through the City and who provides proof of creditable coverage through their spouse or other source shall be entitled to receive a stipend of two hundred and fifty dollars (\$250.00) per month, payable in the amount of one hundred twenty five dollars (\$125.00) per pay as permitted and subject to all State and Federal laws and restrictions. Employees shall be required to notify Human Resources, in writing, during open enrollment, of their desire to waive medical coverage, or at any time during the year if a qualifying event occurs which would change their status (e.g. marriage, divorce, spouse loss of job or medical coverage).

ARTICLE 13 CLOTHING AND UNIFORM CLEANING ALLOWANCE

13.1 **PURCHASE OF UNIFORMS:** The City shall purchase new and replacement uniforms required by the Fire Department regulations for each employee. Employees shall abide by such rules and regulations as are established by the Department in selecting and obtaining their uniforms. All uniforms paid for by the Fire Department remain the property of the City.

13.2 **CLOTHING ALLOWANCE:** Each employee who is required to wear a uniform pursuant to Fire Department regulations shall receive a clothing allowance of two hundred fifty dollars (\$250.00) per year for clothing maintenance. The allowance shall be paid on the second pay day in February.

An employee hired subsequent to the first of the year shall receive a pro-rata clothing allowance payment. In the event that the City secures a cleaning contract with an independent cleaning company, no clothing allowance will be paid to employees. Article 13.2 shall sunset on December 31, 2025.

ARTICLE 14 PERSONNEL PRACTICES

14.1 **DEFINITIONS:** For the purpose of interpreting the provisions of this Agreement, the following definitions shall apply:

14.1.1 **PROBATIONARY EMPLOYEE:** Recruit level employees shall be subject to a probationary period of eighteen (18) calendar months of continuous employment, commencing with the date of hire. Recruit level employees may be subject to a training period extension up to, but not greater than twenty-four (24) months for unanticipated delays. Lateral entry employees shall be subject to a probationary period of twelve (12) calendar months of continuous employment, commencing with the date of hire, unless an extension is needed to attend the Training Academy in which case probation will be extended by the length of the Academy. During this time the employee may be discharged at the sole discretion of the City, consistent with applicable Civil Service Rules and Regulations and without recourse to the grievance procedure. Should an employee be absent from work for more than forty-five (45) consecutive days, then the employee's probationary period shall be extended by an equal amount of time. Such extension of time shall also include all periods of light duty wherein the employee is unable to perform all of the essential duties of the job.

14.1.2 **PROMOTIONAL PROBATION:** A 12-month probationary period commencing upon the initial date of a regular promotional appointment. A promoted employee who is unable to perform the duties of the higher-level position to which they have been promoted during the probationary period, shall be returned to their previous classification held at the time of promotional appointment at the sole discretion of the City, consistent with applicable Civil Service Rules and Regulations, and without recourse to the grievance procedure. Should an employee be absent from work for more than ninety (90) consecutive days due to an illness/injury or FMLA leave, then the employee's probationary period shall be extended by an equal amount of time. Such time shall include all periods of light duty wherein the employee is unable to perform all of the essential duties of the job.

14.1.3 **LEOFF II EMPLOYEE:** An employee who qualifies for and is a member of the Washington State Retirement System commonly known as "LEOFF II".

14.1.4 **NON-SHIFT EMPLOYEE:** An employee who is normally assigned to work forty (40) hours per week within a Monday through Friday workweek.

14.1.5 **SHIFT EMPLOYEE:** An employee who is normally assigned to work on a 24-hour shift scheduled basis.

14.1.6 **CYCLE:** The consecutive calendar day period during which an employee is not scheduled to be on duty as the result of an assigned work schedule including a scheduled Kelly Day, approved paid leave and/or shift trade.

- 14.1.7 **SENIORITY:** The Fire Department shall establish a seniority list of all employees in the bargaining unit and shall update the list on January 1 of each year. The list shall be posted on bulletin boards in all stations. All longevity wage placements and vacation selections shall be governed by the current seniority list. Any objections to the list as posted shall be reported to the Fire Department administration and such corrections as are appropriate shall be made and a corrected list shall be re-posted at all stations.
- 14.1.8 **COLLECTIVELY BARGAINED SICK LEAVE:** Collectively bargained sick leave is a separate leave bank from Washington State required sick leave accruals. It is sick leave accrual that is above and beyond that which is required by the Washington State Paid Sick Leave Law. The employer/employee restrictions that apply to Washington State Paid Sick Leave Law do not apply to this leave bank unless otherwise required by law.
- 14.2 **REDUCTIONS AND VACANCIES:** All reductions in force and filling of Civil Service vacancies (those requiring Civil Service testing) shall be handled in accordance with existing Civil Service Rules and Regulations and shall not be subject to the grievance procedure.
- 14.2.1 Any member adversely affected (displaced or reduced in rank) by the exercise of reductions outlined in Civil Service Rules will retain their eligibility for their presently appointed rank and title without being required to reapply or reengage in the promotional examination process for their formerly/previously held position.
- 14.2.2 In the event that a reduction in force results in the need for a redistribution of employees from superior ranks to lesser ranks, such reduction in ranks shall be accomplished by reducing in rank those employees with the least tenure in the affected rank counting from the employee's date of promotion.
- 14.2.3 The Human Resources Manager shall prepare and maintain a list, known as a "Reemployment List," of all persons who are reduced in rank or laid off, by rank or classification. In the event that vacancies occur within the Department while persons remain on the Reemployment List, the order of recall shall be determined by reference to the Reemployment List. The Reemployment List shall be used to offer employment opportunities that may become available by seniority to all persons who have been reduced or laid off, before any employees are promoted from one rank to another or any persons are hired to become new employees of the Fire Department. No person shall be hired or promoted into any rank or classification until the Reemployment List has been exhausted.
- 14.3 **EVALUATIONS:**
- 14.3.1 **NEW EMPLOYEES:** Written monthly evaluations shall be completed on each new employee hired by the Department during their probationary period. The purpose of the evaluation will be to identify an employee's progress and/or areas of deficiency in performing job functions.
- 14.3.2 **PROMOTED EMPLOYEES:** Employees on promotional probation will be evaluated quarterly. An employee on promotional probation shall be provided not less than thirty (30) days written notice to correct deficiencies prior to reducing the employee to their previous

classification. An employee on promotional probation who is demoted due to their inability to perform the essential duties and functions of the position, shall have displacement rights under Civil Service Layoff and Reduction rules; provided, however, the employee shall have the right to return to their former class regardless of whether or not a vacancy exists. Provided further, however, nothing in this section prohibits the City from terminating or demoting an employee on promotional probation for good cause in conformance with Civil Service Rules.

- 14.4 **CAREER COUNSELING:** An employee who is not selected for a promotional appointment from an eligible register may request career development counseling from the appointing authority for the purpose of their recommending steps the employee may take to improve their qualifications and skills for future promotional opportunities.
- 14.5 **RIGHTS AND PRIVILEGES:** All current policies and practices concerning computation and payment of pay, allowances and benefits; or the application of contract provisions enumerated herein shall continue in force and effect during the life of this Agreement. Should the City wish to make any change with respect to such practices during the life of this Agreement, it shall first notify the Union of the desired change and afford the Union an opportunity to meet and discuss such change.
- 14.6 **PARAMEDIC/FIREFIGHTER CERTIFICATION REQUIREMENT:** An employee who is hired as a Paramedic/Firefighter shall be required to maintain their Paramedic Certification as a condition of continued employment. Upon completion of six (6) full years of employment as a Paramedic/Firefighter, except for promotions and special assignments in which the six (6) year requirement shall not apply, an employee shall become eligible for transition to a vacant Firefighter position. Upon completion of five (5) full years of employment as a Paramedic/Firefighter, an employee may present the Fire Chief with a request to be transitioned from a Paramedic/Firefighter position to a vacant Firefighter position at the earliest opportunity. The Fire Chief responds to requests to transition vacant Firefighter positions on the basis of seniority of continuous service with the Bremerton Fire Department among all requesting Paramedic/Firefighters. An employee transitioned to a vacant Firefighter position shall have their pay rate set at a Firefighter pay rate as of the effective date of the transfer. This section shall not apply to Special Assignments to Equipment Maintenance, SCBA, Fire Prevention or any other Special Assignments that may be added from time to time at the Chief's sole discretion based upon the needs of the department.
- 14.6.1 **FIREFIGHTER/PARAMEDIC TRAINEE PROGRAM:** The intent of the Trainee program is to train and retain qualified Paramedics. At no time shall a candidate who already possesses a Washington State Paramedic Certification be hired as a Trainee.
- 14.6.2 New hires may be in the trainee program for a period not to exceed six (6) months.
- 14.6.3 Firefighter/Paramedic Trainees shall be compensated at FF/PM step 1, reflected in Appendix A.

- 14.6.4 To be eligible for the trainee program the incumbent must meet the requirements of an “Entry-Level” Firefighter as listed in the current Classification Specification, be enrolled in a recognized and accredited paramedic program, and not currently employed as a Bremerton Firefighter.
- 14.6.5 Trainees are not part of minimum staffing.
- 14.7 **PARAMEDIC PAY/STEP INCREASES:** A Fire fighter who transitions to Fire Fighter/Paramedic during their first five (5) years of employment with the Bremerton Fire Department shall be eligible to receive annual step increases based on the employee’s anniversary date as a Fire fighter. The transitional employee shall be eligible for Fire Fighter/Paramedic wages when authorized by the Medical Program Director to practice as a solo Paramedic.
- 14.8 **PARAMEDIC CERTIFICATION FOR COMPANY OFFICER:** This is to address Company Officers who wish to maintain their Paramedic Certifications.
- 14.8.1 The City will pay for the maintenance of their Washington State Paramedic Certification.
- 14.8.2 Company Officer/Paramedics shall not be used to supplant daily ALS staffing.
- 14.8.3 Both parties reserve the right to cancel this program with a minimum of thirty-day notice.
- 14.8.4 Personnel promoted to the position of Company Officer who retain their Paramedic certification shall be allowed to work overtime shifts as Paramedics.
- 14.8.5 The City agrees that hiring and staffing full time Paramedic/Firefighters is the priority averse to Company Officers who retain their Paramedic certification supplanting ALS staffing.
- 14.9 Employees are expected to maintain their required EMS Certification. Employees who fail to complete the training required to maintain their certification, and lose it, will be placed on unpaid administrative leave until they are recertified.

ARTICLE 15 PROMOTIONAL EXAMS

- 15.1 **PROMOTIONAL EXAMINATIONS:** The Civil Service Rules shall apply to the conduct of promotional examinations in all respects and shall be administered under the control of the Civil Service Officer, including the posting of the examination announcement and bibliography, the determination as to whether or not an employee is qualified to participate in the examination process and the acceptance of applications on or before the posted closing date. Any portion of such Rules which are in conflict with the provisions of this subsection shall be handled in conformance with the following sections.
- 15.2 **MAINTENANCE OF ELIGIBLE REGISTERS:** Eligible registers for Fire Lieutenant, Fire Station Captain, and Fire Battalion Chief shall be maintained by the Civil Service Officer on a continuous basis irrespective of available vacancies. Testing for the positions of Medical Officer and Fire Marshal shall be conducted only when a position becomes available.

- 15.3 In the event that a grievance is filed prior to any portion of examination(s) regarding a non-Civil Service issue, then the Civil Service Officer may postpone the testing until such time as the grievance has been resolved.
- 15.4 **CRITERIA FOR OPEN EXAMINATIONS:** Open promotional examinations shall only be administered to qualified bargaining unit members who have submitted the required application paperwork on or before the posted closing date. However, when less than three (3) applications are received from qualified bargaining unit members, the examination may be announced and administered to external candidates as well. In the event that a grievance is filed prior to any portion of the examination(s) regarding a non-Civil Service issue, then the Civil Service Officer may postpone the testing until such time as the grievance has been resolved.
- 15.5 If a minimum of three (3) names, depending on the register used, are not available for certification at the time the Department Head makes a request for certification in accordance with Civil service Rules 11.03 and 11.05, they may request in writing to the Civil Service Officer the creation of a new eligible register.
- 15.5.1 **Eligibility for Lieutenant’s examination** – Firefighters shall complete five (5) years with the Bremerton Fire Department, or four (4) years with the Bremerton Fire Department if hired as an experienced (lateral-entry) firefighter, and successfully completed Incident Safety Officer and Fire Instructor I certifications as of the posted closing date in order to be eligible to take the Lieutenant’s examination.
- 15.5.2 **Eligibility for Fire Station Captain’s examination** - An applicant shall complete one (1) year as a Fire Lieutenant with the Bremerton Fire Department as of the posted closing date in order to be eligible to take the Fire Station Captain’s examination.
- 15.5.3 **Eligibility for Fire Battalion Chief’s examination** – A Company Officer shall complete four (4) years as a company officer with the Bremerton Fire Department as of the posted closing date in order to be eligible to take the Fire Battalion Chief’s examination.
- 15.6 **CRITERIA FOR EXAMINATION CONTENT:**
Promotional examinations shall be conducted as an Assessment Center, with evaluators under the direction of Civil Service. Study materials for the Assessment Center will be maintained in a separate file on the Department’s R drive. Promotional exams shall contain independent sections testing the following content, each worth the corresponding number of points, to total a possible score of 100. For Battalion Chief and Captain examinations, the following points will be used:
- Personnel issue or citizen complaint (up to 20 points)
 - Tactical scenario pertinent to the position (up to 50 points)
 - Oral interview and written resume review (up to 30 points)

For Lieutenant examinations, the following points will be used:

- Personnel issue or citizen complaint (up to 20 points)
- Tactical scenario pertinent to the position (up to 40 points)
- Oral interview and written resume review (up to 40 points)

The parties agree to continue working on the Officer Development Academy (ODA) to use for the Lieutenant's promotional testing in 2027.

15.7 **EXAMINATION SCORING:** An applicant's performance on the promotional examination shall be scored as follows:

15.7.1 **Experience Rating: Maximum of Five (5) Points** - Each applicant shall receive 0.5 (1/2) point for each full two (2) years of employment with the Bremerton Fire Department, based upon the date the examination is announced, up to a maximum of five (5) points. These points will only be added for those candidates that attain an overall score of seventy percent (70%) or greater.

15.7.2 **Total Score** – An applicant's total score shall be the sum of points earned from each section of the assessment center plus their experience points.

15.7.3 **Minimum Score** - An applicant must achieve a total score of seventy percent (70%) or more to be placed on the eligible register for the position.

15.7.4 All offers, acceptances and declinations of employment for promotional positions shall only be made in writing.

15.7.5 During the life of this Agreement, the parties shall meet in a labor management forum to discuss the above language covering promotions.

15.8 **TRANSITION FROM FIREFIGHTER TO FIREFIGHTER/PARAMEDIC:** A Firefighter may transition to Firefighter/Paramedic (F.F./P.M.) under the following conditions:

15.8.1 The Employee must successfully complete a Paramedic training program approved by the Fire Chief.

15.8.2 The employees must have a Paramedic certificate approved by the Kitsap County Medical Program Director.

15.8.3 The Fire Chief must approve the transition.

15.8.4 The transition shall take effect on the first day of the pay period after satisfying the above conditions. For transitions to F.F./P.M, the employee's step increase date will be changed to the effective date of the transition.

15.9 **TRANSITION TO FIREFIGHTER/PARAMEDIC:** A non-probationary Firefighter who transitions to Firefighter/Paramedic shall remain in the Firefighter/Paramedic classification for no less than four (4) years, except for promotional opportunities and/or assignments. Should an

employee fail to retain their Paramedic certification, they shall be downgraded to the Firefighter classification.

ARTICLE 16 GRIEVANCE PROCEDURE:

16.1 **GRIEVANCE:** A grievance is an alleged violation of the express terms and conditions of this Agreement which is to be resolved through this Grievance Procedure. The purpose of this article is to provide an orderly process for the resolution of such grievances.

16.2 **UNFAIR LABOR PRACTICE:** An Unfair Labor Practice charge is an alleged violation of the Washington State statutes governing public employment labor relations, which is to be resolved through the Public Employment Relation Commission's (PERC) rules and regulations and is not resolvable through the Grievance Procedure.

16.3 **MEMBER RIGHTS/UNION RIGHTS:** Individual members shall have the right to present their grievance to the employer with or without intervention from the union. All adjustments and/or remedies must be consistent with the terms of this agreement. The union shall be allowed to be present at all grievance proceedings. The union has the right, in its own capacity, to act as the aggrieved party. Only the union's executive board shall have the right to request grievance arbitration as identified in step five of this grievance process.

16.4 **GRIEVANCE PROCESS:**

STEP 1: A member who believes the terms and conditions of this Agreement have been violated shall first discuss the action giving rise to the belief with their immediate supervisor within fourteen (14) calendar days of the date upon which the member could reasonably have been expected to know of such action. The member shall advise the supervisor the section (or sections) of this Agreement, which is alleged to have been violated, an explanation of the grievance, and the remedy sought. The member shall have the right to be assisted by an authorized Union representative if so requested, during this discussion. In all cases, the member shall notify the union in writing of the alleged grievance as well as the time, date and location of any and all grievance proceedings.

STEP 2: In the event that the member's immediate supervisor does not resolve the grievance to the satisfaction of the member at Step 1 of this procedure, the member shall reduce the grievance to writing and shall state: the section (or sections) of this Agreement which is alleged to have been violated; an explanation of the grievance in detail, including dates, actions and such other information necessary to a full investigation of the facts and circumstances giving rise to the grievance; and the remedy sought. The member shall have the right to be assisted by an authorized Union representative in reducing their grievance to writing. The member shall present the written grievance to the Assistant Fire Chief within fourteen (14) calendar days of the date of the member met with their immediate supervisor. The Assistant Fire Chief shall meet with the member and the member's Union representative within fourteen (14) calendar days after the receipt of the written grievance for the purpose of considering the matter. The Assistant Fire Chief shall reduce their decision to writing and shall transmit the decision to the member and to one of the principal officers by email, with a copy to the Union representative within fourteen (14) calendar days of meeting with the employee and the

Union representative. The grievance will automatically advance to the next step in the process if the City's representative does not respond within the required time limits.

STEP 3: In the event that the Assistant Fire Chief does not resolve the grievance to the satisfaction of the member at Step 2 of this procedure, the member shall present the written grievance to the Fire Chief within fourteen (14) calendar days of the Step 2 response. The Fire Chief shall meet with the member and the member's Union representative within fourteen (14) calendar days after the receipt of the written grievance for the purpose of considering the matter. The Fire Chief shall reduce their decision to writing and shall transmit the decision to the member and to one of the principal officers by email, with a copy to the Union representative within fourteen (14) calendar days of meeting with the employee and the Union representative. The grievance will automatically advance to the next step in the process if the City's representative does not respond within the required time limits.

STEP 4: In the event that the Fire Chief does not resolve the grievance to the satisfaction of the member at Step 3 of this procedure, the Union shall, on behalf of the member, transmit a copy of the original grievance along with a copy of the Fire Chief's written response to the Human Resources Manager and the Mayor within fourteen (14) calendar days of receipt of the Fire Chief's written response. The Human Resources Manager shall consider the grievance and may convene a meeting with the appropriate member of the Union executive board in an attempt to resolve the grievance. The Human Resources Manager shall reduce their decision to writing within fourteen (14) calendar days of receipt of the grievance and transmit the decision to the Union.

STEP 5: In the event that the Human Resources Manager does not resolve the grievance at Step 4 of this procedure, the Union may request arbitration of the issue by written notification to the Human Resources Manager. The Human Resources Manager and the Union or their representatives shall meet within fourteen (14) calendar days of the date upon which the Human Resources Manager rendered their written decision on the grievance and shall select a neutral arbitrator by mutual agreement or petition the Federal Mediation and Conciliation Services (FMCS) for a list of nine (9) arbitrators who are residents of the northwest (Washington and Oregon).

16.5 **GRIEVANCES FOR SUSPENSION, DISCHARGE, AND/OR UNION BOARD-ORIGINATED GRIEVANCES:** In the case of suspension, discharge, and/or a Union Board-originated grievance, Step One (1) of the grievance procedure shall be waived and the grievance shall proceed to Step Two (2) with the Assistant Fire Chief.

16.6 **POWERS AND DUTIES OF THE ARBITRATOR:** It shall be the duty of the arbitrator to conduct a hearing on the issue or issues submitted by the parties for decision. The hearing shall be kept informal and private. The arbitrator shall interpret the provisions of this Agreement as they apply to the issue or issues submitted for decision, and shall not add to, subtract from or in any other way alter or recommend the alteration of the terms and conditions of the agreement in deciding the matter. As soon as is practicable after conducting the hearing, the arbitrator shall render a written decision which shall be binding upon the parties.

- 16.7 **COSTS OF ARBITRATION:** The expenses of the neutral arbitrator shall be borne equally by the parties. Each party shall singly bear all costs related to preparing and presenting its own case before the arbitrator, including costs of witnesses and attorney's fees. The party desiring a record of the proceedings shall bear the cost of obtaining such record.
- 16.8 **TIME LIMITS:** Time limits established in this procedure shall be strictly adhered to, but may be waived by mutual agreement of the Union and the City. All procedures contained herein shall be complied with as expeditiously as practicable.

ARTICLE 17 REGIONAL FIRE AUTHORITY

The City agrees that it will give advance notice and provide the opportunity for the Union to participate in talks of any annexation, consolidation, merger, or participation in a Regional Fire Authority when proposed or considered.

ARTICLE 18 DRUG FREE WORKPLACE

- 18.1 The maintenance of a drug-free workplace is essential to the safety and welfare of City employees and the citizens of Bremerton. The following provisions shall apply to employees covered by this Agreement.
- 18.2 The unlawful manufacturing, distributing, dispensing, processing, or using of a controlled substance of alcohol in the workplace is prohibited. Reporting to work under the influence of a controlled substance or alcohol is prohibited.
- 18.3 As a condition of employment, all employees must notify the Fire Chief or designee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
- 18.4 It is the responsibility of every employee to be aware of the above provisions and to abide by them. Failure to observe these provisions could result in immediate disciplinary action against the employee, up to and including termination. The employee may be required to participate satisfactorily in an alcohol or drug abuse assistance or rehabilitation program.
- 18.5 All employees will be fully informed of the drug and alcohol-testing article. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. Supervisors will receive training in recognition of signs and systems of substance abuse. In addition, the City will inform the employees on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire, or as soon thereafter as possible. No employee will be tested before this information is provided to them. An employee may voluntarily enter rehabilitation without a requirement or prior testing. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem will not be disciplined by the City for doing so. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program, or as otherwise provided in this article.

- 18.5.1 Drugs will be defined as narcotics, depressants, stimulants, hallucinogens, cannabis and alcohol, or substances whose dissemination is regulated by law or this article. With respect to over-the-counter drugs and/or drugs that require a prescription or other written approval from a licensed officer or dentist of their use, it is the responsibility of the employee to review cautionary warnings for potential side effects and inquire of the issuing medical authority as to the potential impact of the drug to impair one's ability to work safely and effectively. Each employee is expected to inform his supervisor of such circumstances if there is reasonable cause to believe there will be impairment.
- 18.5.2 Employees will not be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. However, if objective evidence exists establishing reasonable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the City will require the employee to undergo a medical test consistent with the conditions as set forth in this article. Indications of impaired behavior or a substance abuse problem will include, but are not limited to, the odor of alcohol on the breath, dilated or constricted pupils, accident pattern, abnormal behavior or performance for that specific employee.
- 18.5.3 The collection of the samples will be performed by a laboratory and/or by a health care professional qualified to administer and determine the meaning of any test results. The laboratory performing the test will be one that is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory used will also be one whose procedures are periodically tested by SAMHSA where they analyze unknown samples sent to an independent party. The results of employee tests will be made available to the designated Medical Review Officer. The employee will not consume any food or liquids until after the sample is taken.
- 18.5.4 Collection of blood or urine samples will be conducted in a manner which provides the highest degree of security for the sample and free from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by SAMHSA.
- 18.5.5 Blood or urine samples will be submitted per SAMHSA standards. Employees have the right to seek consultation with Union or legal counsel representative prior to submission of the sample, provided it does not unduly delay the process. Employees will not be witnessed while submitting a urine specimen.
- 18.5.6 Prior to submitting a urine or blood sample, the employee will be required to sign a consent and release form. An employee who refuses to submit to discovery testing will be subject to disciplinary action up to and including discharge for the purpose of administering this article.
- 18.5.7 All samples must be stored in a scientifically acceptable preserved manner consistent with SAMHSA standards.
- 18.5.8 The laboratory will test for only the substance and within the limits as follows for the initial and confirmation test as provided within SAMHSA standards. The initial test will use an immunoassay, which meets the requirements of the Food and Drug Administration for

commercial distribution. The following initial cutoff levels will be used when screening specimens to determine whether they are negative for those five drugs or classes of drugs:

- (a) The laboratory must use the cutoff concentrations displayed in the following table for initial and confirmatory drug tests. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL).

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/mL	THCA 1	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoyllecgonine	100 ng/mL
Opiate metabolites			
Codeine/Morphine	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines 3			
AMP/MAMP 4	500 ng/mL	Amphetamine	250 ng/mL
		Methamphetamine 5	250 ng/mL
MDMA 6	500 ng/mL	MDMA	250 ng/mL
		MDA 7	250 ng/mL
		MDEA 8	250 ng/mL

- 1 = Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).
- 2 = Morphine is the target analyte for codeine/morphine testing.
- 3 = Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specific cutoff.
- 4 = Methamphetamine is the target analyte for amphetamine/methamphetamine testing.
- 5 = To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.
- 6 = Methylenedioxymethamphetamine (MDMA).
- 7 = Methylenedioxyamphetamine (MDA).
- 8 = Methylenedioxymethamphetamines (MDEA).

- (b) On an initial drug test, you must report a result below the cutoff concentration as negative. If the result is at or above the cutoff concentration, you must conduct a confirmation test.
- (c) On a confirmation drug test, you must report a result below the cutoff concentration as negative and a result at or above the cutoff concentration as confirmed positive.
- (d) You must report quantitative values for morphine and codeine at 15,000 ng/mL or above.

If confirmatory testing results are negative, all samples will be destroyed, and records of the testing expunged from the employee’s file.

18.5.9 Reporting for work with any measurable amount of alcohol in the bloodstream (i.e. a blood alcohol level of .04 or higher) will be a basis for disciplinary action. A blood alcohol test will be performed by a qualified laboratory to determine the amount of alcohol in the bloodstream.

If such alcohol testing results are negative, all samples will be destroyed and records of the testing expunged from the employee's file.

- 18.5.10 The Medical Review Officer will be employed by the collection facility and must be a licensed physician with knowledge of substance abuse disorders. The Medical Officer will be familiar with the characteristics of tests (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposure of the employees.

The role of the Medical Review Officer will be to review and interpret the positive test results. He or she must examine alternate medical explanations for any positive test results. This action will include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Officer must review all medical records made available to the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

- 18.5.11 The laboratory will advise only the employee and the Medical Review Officer of any positive results. The results of a positive drug or alcohol test can only be released to designated Human Resources staff by the Medical Review Officer once he or she has completed her or his review and analysis of the laboratory's test.

- 18.5.12 The parties recognize that an employee has the obligation not to place him/herself in a situation where the ability to perform his/her job is impaired by drugs or alcohol. In the event an employee fails to fulfill his/her obligations, it is the responsibility of the City to remove such employee from the work environment to prevent the endangerment of the employee, fellow employees and/or the public.

- 18.5.13 Any regular employee who tests positive for drugs may be subject to disciplinary action up to and including termination, depending upon the circumstances of the situation. Circumstances that would warrant termination include incidents where the employee's impairment resulted in loss of life, serious injury to self or others, or the serious loss or damage of property.

In cases where discipline is not warranted, the employee involved who tests positive for drugs or alcohol may be placed in a rehabilitation status where the employee may utilize accrued paid leave or donated leave. In this case the employee will be evaluated by a licensed drug/alcohol evaluator, not employed by the City. Participation by the employee in the approved treatment program is mandatory. Once the intensive part of the program has been completed, the employee may be returned to his/her regular duty assignment, but only with a written release from the Medical Review Officer. Employees who complete a rehabilitation program may be re-tested randomly a maximum of four (4) times a year for the following two (2) years.

- 18.5.14 Employees who enter and successfully complete a rehabilitation program on their own initiative may not be subjected to re-testing, except as provided in this section. The treatment and rehabilitation will be paid for by the City only to the extent that coverage may be provided by the employee's medical insurance program through the City.

Employees will be allowed to use their accrued, earned and donated leave for the necessary time off involved in the rehabilitation program. Upon completion of the program, the employee will be subject to one (1) random test during the following twelve (12) months.

- 18.5.15 Periodic progress reports from the attending health care practitioner will be provided to the City stating the prognosis of when the employees should be able to return to his/her regular duty assignment.
- 18.5.16 If an employee tests positive during the two (2) year period following the rehabilitation program, the employee will be re-evaluated by a licensed drug or alcohol counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs not covered by insurance, which arise from this additional counseling or treatment. This section does not apply to employees in rehabilitation programs.
- 18.5.17 Once an employee successfully completes rehabilitation, he or she will be returned to his/her regular duty assignment.
- 18.5.18 A regular employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that he/she may grieve or appeal any other City action.
- 18.5.19 The parties recognize that during the life of this Agreement, there may be improvements in the technology of the testing procedure, which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments, they will be submitted to impasse procedures as outlined in RCW 41.56.
- 18.5.20 This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to or legal obligations that the City may have under federal, state or local statutes.
- 18.5.21 The drug-testing program was solely initiated at the request of the City. The Union will be held harmless and indemnified, including the cost of attorney's fees, for the violation of any employee's rights by the City arising from the administration of this testing process.
- 18.5.22 The City is committed to supporting employees undergoing treatment and rehabilitation for alcohol or other chemical dependency. The City will provide information to employees on available drug/alcohol abuse assistance or rehabilitation programs.
- 18.5.23 The confidentiality of all complaints and reported violations of the provisions of this policy will be strictly maintained, except as required by public disclosure laws or court orders.

ARTICLE 19 LABOR MANAGEMENT COMMITTEE

19.1 **LABOR MANAGEMENT:** The Employer and the Union agree that a need exists for closer cooperation between labor and management. To accomplish this objective, the Employer and the

Union agree that no more than three (3) duly authorized representatives of the Union shall function as one-half (1/2) of a Labor-Management Committee, the other half being no more than (3) certain representative of the Employer named for that purpose. The Committee shall meet as necessary or at the request of either party for the purpose of discussing and facilitating the resolution of all problems which may arise.

19.2 **MEMORANDUMS OF UNDERSTANDING (MOUS)** – Memorandums of Understanding signed and enacted during the term of this Agreement will be signed and distributed to both parties. An original and electronic copy will be retained by the Human Resources Manager until such time the language becomes incorporated into a successor agreement.

19.3 **MULTIJURISDICTIONAL TRAINING:** In the event that multi-jurisdictional training is scheduled on a Saturday, the Chief or Assistant Chief shall, as soon as practicable 1) communicate to the Union in writing, a non-arbitrary necessity for the training and 2) communicate to the Union, in writing, a non-arbitrary necessity for the training on a Saturday (as opposed to any other day).

19.3.1 The determination of the department on items 1) and 2) above shall be subject to the grievance procedure of the CBA.

19.3.2 While such multi-jurisdictional training may increase the productivity hours for that event, it is not the intent of this agreement to increase productivity hours as a matter of general policy.

19.4 **COMMUNITY PARAMEDIC:** The City and The Union agree to work collaboratively on establishing, per state law, a community paramedic program, in order to improve community outreach and assistance to the citizens of Bremerton.

ARTICLE 20 PHYSICAL FITNESS PROGRAM

20.1 The Union and the City will continue to develop and refine the physical fitness program for the Bremerton Fire Department. They will work toward full implementation of the IAFF/IAFC Wellness and Fitness Initiative.

20.2 The City will continue to provide yearly fitness assessments for those employees who choose to participate. The fitness assessments shall be administered by current Peer Fitness Trainers or an outside agency.

20.3 In trying to work towards implementation of the Wellness and Fitness Initiative, the City will provide for the continuing education of the current Peer Fitness Trainers. The City will also work towards certifying three (3) additional Peer Fitness Trainers. (Goal of 6 PFTs).

20.4 Employees shall normally be granted ninety (90) minutes to participate in their physical fitness program, shower, and be ready for duty. In the event an employee's physical fitness routine is interrupted by an emergency response or training scheduled in advance, an employee's immediate supervisor shall have the discretion to allow the employee to complete their physical fitness routine between 8:00 am and 5:00 pm.

20.5 Designated physical fitness time shall be subject to re-evaluation during the Labor Management meetings.

ARTICLE 21 TOBACCO FREE WORKPLACE

21.1 As a condition of employment, all employees hired after January 13, 2013, shall not use any tobacco products while on duty.

ARTICLE 22 DISCIPLINARY ACTION

22.1 Disciplinary action, as defined by the Civil Service Rules as now stated or as hereinafter amended, may be taken against any non-probationary employee for just cause. An employee, who is the subject of a disciplinary action, must elect to follow the appeal procedures either in the Civil Service Rules, or grievance procedure. The employee selection of one procedure shall preclude the use of the other. The Department reserves the right to place an employee on paid administrative leave. Paid administrative leave is non-disciplinary.

ARTICLE 23 SEVERABILITY

23.1 In the event that any provision of this Agreement is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remaining provisions of this Agreement shall not be held invalid and shall remain in full force and effect. The Union and the City shall immediately meet and attempt to renegotiate any provision found invalid.

ARTICLE 24 ENTIRE AGREEMENT

24.1 The Union and the City acknowledge that each has had the unlimited right and opportunity to make proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, the City and the Union each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically covered by the Articles of this Agreement during the term of this Agreement, except as mutually agreed upon.

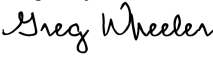
ARTICLE 25 TERM

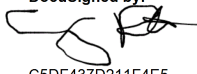
25.1 The terms of this Agreement shall be in effect upon January 1, 2025, unless otherwise provided within the terms of each Article, and shall remain in effect through December 31, 2027. Negotiations for a successor agreement shall commence no later than August 1, 2027. Upon the approval of the Council, this Agreement shall become binding upon the City, the Union and all of the employees in the bargaining unit covered by this Agreement.


DATED THIS 1ST day of January, 2025.


CITY OF BREMERTON:


IAFF LOCAL #437

Signed by:

BAF46095E8E747B...
Greg Wheeler, Mayor


DocuSigned by:

C5DF437D211F4E5...
Craig Patti
President

DocuSigned by:

EDDB02AE33AD475...
Charlotte Nelson
Human Resources Manager


Signed by:

90AD0C8646752475...
Chris Rottter
Vice President

Signed by:

3DAE24102162452...
Caleb Johnston
Secretary

ATTEST:

Signed by:

24ED6ED4E45C41F...
Angela Hoover
City Clerk

APPROVED AS TO FORM:

Signed by:

D6F55D0058254A1...
Kylie Finnell
City Attorney

APPENDIX A - IAFF SALARY SCHEDULE

Detail

Effective 1-1-25 to 12-31-25

6% General Wage Adjustment with 5.50% Deferred Comp

Schedule	Average Shift Hours/Year:	2,568	Shift Hours Per Week:		49.39									
			Step 1 70% 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
FF4	Firefighter (Shift)													
	Annual		79,572.48	85,256.40	96,623.76	102,307.44	113,675.04	115,096.08	116,516.88	117,937.92	119,358.72	121,063.92	122,769.12	
	Monthly		6,631.04	7,104.70	8,051.98	8,525.62	9,472.92	9,591.34	9,709.74	9,828.16	9,946.56	10,088.66	10,230.76	
	Semi-Monthly		3,315.52	3,552.35	4,025.99	4,262.81	4,736.46	4,795.67	4,854.87	4,914.08	4,973.28	5,044.33	5,115.38	
	Semi- Mo Def Comp		182.35	195.38	221.43	234.45	260.51	263.76	267.02	270.27	273.53	277.44	281.35	
FN4	Firefighter (Non-Shift)													
	Annual			92,076.72	103,444.32	109,128.00	120,495.60	122,001.84	123,508.08	125,014.08	126,520.32	128,327.76	130,135.20	
	Monthly			7,673.06	8,620.36	9,094.00	10,041.30	10,166.82	10,292.34	10,417.84	10,543.36	10,693.98	10,844.60	
	Semi-Monthly			3,836.53	4,310.18	4,547.00	5,020.65	5,083.41	5,146.17	5,208.92	5,271.68	5,346.99	5,422.30	
106%	Semi- Mo Def Comp			211.01	237.06	250.09	276.14	279.59	283.04	286.49	289.94	294.08	298.23	
PT4	Firefighter Paramedic Trainee (Non-Shift) <i>In Paramedic School</i>		Step 1 12 Months											
	Annual		80,567.14											
	Monthly		6,713.93											
	Semi-Monthly		3,356.96											
90% of FF Paramedic (step 1)	Semi-Mo Def Comp		184.63											
FB4	Firefighter/Ladder Truck & Rescue Boat Operator (Shift)		Step 1 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
	Annual		81,163.92	86,961.36	98,556.24	104,353.68	115,948.56	117,397.92	118,847.28	120,296.64	121,746.00	123,485.28	125,224.56	
	Monthly		6,763.66	7,246.78	8,213.02	8,696.14	9,662.38	9,783.16	9,903.94	10,024.72	10,145.50	10,290.44	10,435.38	
	Semi-Monthly		3,381.83	3,623.39	4,106.51	4,348.07	4,831.19	4,891.58	4,951.97	5,012.36	5,072.75	5,145.22	5,217.69	
102%	Semi-Mo Def Comp		186.00	199.29	225.86	239.14	265.72	269.04	272.36	275.68	279.00	282.99	286.97	
FE4	Firefighter - Equip Maint. (Shift)		Step 1 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
FS4	Firefighter - SCBA (Shift)													
	Annual		82,755.36	88,666.56	100,488.72	106,399.92	118,222.08	119,699.76	121,177.68	122,655.36	124,133.28	125,906.40	127,679.76	
	Monthly		6,896.28	7,388.88	8,374.06	8,866.66	9,851.84	9,974.98	10,098.14	10,221.28	10,344.44	10,492.20	10,639.98	
	Semi-Monthly		3,448.14	3,694.44	4,187.03	4,433.33	4,925.92	4,987.49	5,049.07	5,110.64	5,172.22	5,246.10	5,319.99	
104%	Semi-Mo Def Comp		189.65	203.19	230.29	243.83	270.93	274.31	277.70	281.09	284.47	288.54	292.60	
FR4	Firefighter - Equip Maint & Rescue Boat Operator (Shift)		Step 1 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
	Annual		84,347.04	90,371.76	102,421.20	108,446.16	120,495.60	122,001.84	123,508.08	125,014.08	126,520.32	128,327.76	130,135.20	
	Monthly		7,028.92	7,530.98	8,535.10	9,037.18	10,041.30	10,166.82	10,292.34	10,417.84	10,543.36	10,693.98	10,844.60	
	Semi-Monthly		3,514.46	3,765.49	4,267.55	4,518.59	5,020.65	5,083.41	5,146.17	5,208.92	5,271.68	5,346.99	5,422.30	
106%	Semi-Mo Def Comp		193.30	207.10	234.72	248.52	276.14	279.59	283.04	286.49	289.94	294.08	298.23	
EN4	Firefighter - Equip Maint. (Non-Shift)		Step 1 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
SN4	Firefighter - SCBA (Non-Shift)													
	Annual		87,529.92	93,781.92	106,286.16	112,538.40	125,042.64	126,605.76	128,168.64	129,731.76	131,294.88	133,170.48	135,046.08	
	Monthly		7,294.16	7,815.16	8,857.18	9,378.20	10,420.22	10,550.48	10,680.72	10,810.98	10,941.24	11,097.54	11,253.84	
	Semi-Monthly		3,647.08	3,907.58	4,428.59	4,689.10	5,210.11	5,275.24	5,340.36	5,405.49	5,470.62	5,548.77	5,626.92	
110%	Semi-Mo Def Comp		200.59	214.92	243.57	257.90	286.56	290.14	293.72	297.30	300.88	305.18	309.48	
PM4	Firefighter Paramedic (Shift)		Step 1 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months							
	Annual		89,519.04	95,913.36	108,701.76	115,096.08	127,884.48							
	Monthly		7,459.92	7,992.78	9,058.48	9,591.34	10,657.04							

APPENDIX A - IAFF SALARY SCHEDULE

Detail

Effective 1-1-25 to 12-31-25

6% General Wage Adjustment with 5.50% Deferred Comp

Schedule	Average Shift Hours/Year:	2,568	Shift Hours Per Week:				49.39								
I12.5%		Semi-Monthly	3,729.96	3,996.39	4,529.24	4,795.67	5,328.52								
		Semi-Mo Def Comp	205.15	219.80	249.11	263.76	293.07								
PR4	Firefighter Paramedic - & Rescue Boat Operator (Shift)		Step 1 70% 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr		
		Annual	91,110.72	97,618.56	110,634.24	117,142.32	130,158.00	131,784.96	133,411.92	135,038.88	136,665.84	138,292.80	140,919.76		
		Monthly	7,592.56	8,134.88	9,219.52	9,761.86	10,846.50	10,982.08	11,117.66	11,253.24	11,388.82	11,524.40	11,659.98		
		Semi-Monthly	3,796.28	4,067.44	4,609.76	4,880.93	5,423.25	5,491.04	5,558.83	5,626.62	5,694.41	5,762.20	5,830.00		
I14.5%		Semi-Mo Def Comp	208.80	223.71	253.54	268.45	298.28	302.01	305.74	309.46	313.19	316.92	320.65		
CP4	Firefighter Paramedic Continuous 5+ Yrs (Shift)		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 5+ Yrs	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
		Annual	N/A	N/A	N/A	N/A	N/A	130,726.32	132,360.48	133,994.64	135,628.80	137,262.96	138,897.12	140,531.28	
		Monthly	N/A	N/A	N/A	N/A	N/A	10,893.86	11,030.04	11,166.20	11,302.38	11,438.56	11,574.74	11,710.92	
		Semi-Monthly	N/A	N/A	N/A	N/A	N/A	5,446.93	5,515.02	5,583.10	5,651.19	5,719.28	5,787.36	5,855.45	
I15%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	299.58	303.33	307.07	310.82	314.56	318.31	322.05		
FP4 FL4	Deputy Fire Marshall- Firefighter (Non-Shift) Lieutenant (Shift)		Step 1	Step 2	Step 3	Step 4	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr		
		Annual	N/A	N/A	N/A	N/A	130,726.32	132,360.48	133,994.64	135,628.80	137,262.96	138,897.12	140,531.28		
		Monthly	N/A	N/A	N/A	N/A	10,893.86	11,030.04	11,166.20	11,302.38	11,438.56	11,574.74	11,710.92		
		Semi-Monthly	N/A	N/A	N/A	N/A	5,446.93	5,515.02	5,583.10	5,651.19	5,719.28	5,787.36	5,855.45		
I15%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	299.58	303.33	307.07	310.82	314.56	318.31	322.05		
CB4	Firefighter Paramedic Continuous 5+ Yrs with Ladder Truck & Boat Operator (Shift)		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 5+ Yrs	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
		Annual	N/A	N/A	N/A	N/A	N/A	132,999.84	134,662.32	136,324.80	137,987.28	139,649.76	141,312.24	142,974.72	
		Monthly	N/A	N/A	N/A	N/A	N/A	11,083.32	11,221.86	11,360.40	11,498.94	11,637.48	11,776.02	11,914.56	
		Semi-Monthly	N/A	N/A	N/A	N/A	N/A	5,541.66	5,610.93	5,680.20	5,749.47	5,818.74	5,888.01	5,957.28	
I17%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	304.79	308.60	312.41	316.22	320.03	323.84	327.65		
PN4	Firefighter Paramedic (Non-Shift)		Step 1 70% 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months								
		Annual	94,293.60	101,028.72	114,499.20	121,234.56	134,705.04								
		Monthly	7,857.80	8,419.06	9,541.60	10,102.88	11,225.42								
		Semi-Monthly	3,928.90	4,209.53	4,770.80	5,051.44	5,612.71								
I18.5%		Semi-Mo Def Comp	216.09	231.52	262.39	277.83	308.70								
LT4 CN4	Lieutenant (Non-Shift) (Training) Firefighter Paramedic Cont 5+ Yrs (No Deputy Fire Marshal (Lieutenant) (No		Step 1	Step 2	Step 3	Step 4	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr		
		Annual	N/A	N/A	N/A	N/A	137,546.88	139,266.24	140,985.60	142,704.96	144,424.32	146,143.68	147,863.04		
		Monthly	N/A	N/A	N/A	N/A	11,462.24	11,605.52	11,748.80	11,892.08	12,035.36	12,178.64	12,321.92		
		Semi-Monthly	N/A	N/A	N/A	N/A	5,731.12	5,802.76	5,874.40	5,946.04	6,017.68	6,089.32	6,160.96		
I21%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	315.21	319.15	323.09	327.03	330.97	334.91	338.85		
FC4	Fire Captain (Shift)		Step 1	Step 2	Step 3	Step 4	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr		
		Annual	N/A	N/A	N/A	N/A	140,957.04	142,719.12	144,480.96	146,243.04	148,004.88	149,766.72	151,528.56		
		Monthly	N/A	N/A	N/A	N/A	11,746.42	11,893.26	12,040.08	12,186.92	12,333.74	12,480.56	12,627.38		
		Semi-Monthly	N/A	N/A	N/A	N/A	5,873.21	5,946.63	6,020.04	6,093.46	6,166.87	6,240.29	6,313.71		
I24%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	323.03	327.06	331.10	335.14	339.18	343.22	347.26		

APPENDIX A - IAFF SALARY SCHEDULE

Detail

Effective 1-1-25 to 12-31-25

6% General Wage Adjustment with 5.50% Deferred Comp

Schedule	Average Shift Hours/Year:	2,568	Shift Hours Per Week:				49,39							
			Step 1	Step 2	Step 3	Step 4	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
FM4	Fire Marshal Captain (Non-Shift)													
		Annual	N/A	N/A	N/A	N/A	147,777.60	149,624.88	151,472.16	153,319.20	155,166.48	157,383.12	159,599.76	
MO4	Medical Officer - Cpt (Non-Shift)	Monthly	N/A	N/A	N/A	N/A	12,314.80	12,468.74	12,622.68	12,776.60	12,930.54	13,115.26	13,299.98	
	Training Captain (Non-Shift)	Semi-Monthly	N/A	N/A	N/A	N/A	6,157.40	6,234.37	6,311.34	6,388.30	6,465.27	6,557.63	6,649.99	
130%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	338.66	342.89	347.12	351.36	355.59	360.67	365.75	
BC4	Battalion Chief (Shift)													
		Annual	N/A	N/A	N/A	N/A	154,598.16	156,530.64	158,463.12	160,395.60	162,328.08	164,646.96	166,966.08	
		Monthly	N/A	N/A	N/A	N/A	12,883.18	13,044.22	13,205.26	13,366.30	13,527.34	13,720.58	13,913.84	
		Semi-Monthly	N/A	N/A	N/A	N/A	6,441.59	6,522.11	6,602.63	6,683.15	6,763.67	6,860.29	6,956.92	
136%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	354.29	358.72	363.14	367.57	372.00	377.32	382.63	
BN4	Battalion Chief - (Non-Shift)			Step 2	Step 3	Step 4	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
		Annual	N/A	N/A	N/A	N/A	161,418.48	163,436.16	165,453.84	167,471.76	169,489.44	171,910.80	174,331.92	
		Monthly	N/A	N/A	N/A	N/A	13,451.54	13,619.68	13,787.82	13,955.98	14,124.12	14,325.90	14,527.66	
		Semi-Monthly	N/A	N/A	N/A	N/A	6,725.77	6,809.84	6,893.91	6,977.99	7,062.06	7,162.95	7,263.83	
142%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	369.92	374.54	379.17	383.79	388.41	393.96	399.51	

General Wage Adjustment applied to semi-monthly Firefighter pay at 100% (step 5). Step percentage and differential pay rates are calculated from said Firefighter 100% rate after annual General Wage Adjustment is applied. General Wage Adjustment will be calculated out to three decimal places. Longevity pay rates are calculated from the base wage rate at 100%. Published hourly wages are estimates and actuals may vary (due to penny rounding) and will be calculated by City payroll software system.

APPENDIX A - IAFF SALARY SCHEDULE

Effective 1-1-26 to 12-31-26

2.7% General Wage Adjustment **With 5.50%** Deferred Comp

Schedule	Average Shift Hours/Year:	2,472	Shift Hours Per Week:		47.54									
			Step 1 70% 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
FF4	Firefighter (Shift)													
	Annual		81,720.96	87,558.24	99,232.56	105,069.84	116,744.16	118,203.36	119,662.80	121,122.00	122,581.44	124,332.48	126,083.76	
	Monthly		6,810.08	7,296.52	8,269.38	8,755.82	9,728.68	9,850.28	9,971.90	10,093.50	10,215.12	10,361.04	10,506.98	
	Semi-Monthly		3,405.04	3,648.26	4,134.69	4,377.91	4,864.34	4,925.14	4,985.95	5,046.75	5,107.56	5,180.52	5,253.49	
	Semi- Mo Def Comp		187.28	200.65	227.41	240.79	267.54	270.88	274.23	277.57	280.92	284.93	288.94	
FN4	Firefighter (Non-Shift)													
	Annual			94,562.88	106,237.20	112,074.48	123,748.80	125,295.60	126,842.64	128,389.44	129,936.24	131,792.40	133,648.80	
	Monthly			7,880.24	8,853.10	9,339.54	10,312.40	10,441.30	10,570.22	10,699.12	10,828.02	10,982.70	11,137.40	
	Semi-Monthly			3,940.12	4,426.55	4,669.77	5,156.20	5,220.65	5,285.11	5,349.56	5,414.01	5,491.35	5,568.70	
106%	Semi- Mo Def Comp			216.71	243.46	256.84	283.59	287.14	290.68	294.23	297.77	302.02	306.28	
PT4	Firefighter Paramedic Trainee (Non-Shift) <i>In Paramedic School</i>		Step 1 12 Months											
	Annual		82,742.47											
	Monthly		6,895.21											
	Semi-Monthly		3,447.60											
90% of FF Paramedic (step 1)	Semi-Mo Def Comp		189.62											
FB4	Firefighter/Ladder Truck & Rescue Boat Operator (Shift)		Step 1 70% 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
	Annual		83,355.36	89,309.28	101,217.36	107,171.28	119,079.12	120,567.60	122,056.08	123,544.56	125,033.04	126,819.36	128,605.44	
	Monthly		6,946.28	7,442.44	8,434.78	8,930.94	9,923.26	10,047.30	10,171.34	10,295.38	10,419.42	10,568.28	10,717.12	
	Semi-Monthly		3,473.14	3,721.22	4,217.39	4,465.47	4,961.63	5,023.65	5,085.67	5,147.69	5,209.71	5,284.14	5,358.56	
102%	Semi-Mo Def Comp		191.02	204.67	231.96	245.60	272.89	276.30	279.71	283.12	286.53	290.63	294.72	
FE4	Firefighter - Equip Maint. (Shift)		Step 1 70% 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
FS4	Firefighter - SCBA (Shift)													
	Annual		84,989.76	91,060.32	103,201.68	109,272.48	121,413.84	122,931.60	124,449.12	125,966.88	127,484.64	129,305.76	131,126.88	
	Monthly		7,082.48	7,588.36	8,600.14	9,106.04	10,117.82	10,244.30	10,370.76	10,497.24	10,623.72	10,775.48	10,927.24	
	Semi-Monthly		3,541.24	3,794.18	4,300.07	4,553.02	5,058.91	5,122.15	5,185.38	5,248.62	5,311.86	5,387.74	5,463.62	
104%	Semi-Mo Def Comp		194.77	208.68	236.50	250.42	278.24	281.72	285.20	288.67	292.15	296.33	300.50	
FR4	Firefighter - Equip Maint & Rescue Boat Operator (Shift)		Step 1 70% 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
	Annual		86,624.16	92,811.60	105,186.48	111,373.92	123,748.80	125,295.60	126,842.64	128,389.44	129,936.24	131,792.40	133,648.80	
	Monthly		7,218.68	7,734.30	8,765.54	9,281.16	10,312.40	10,441.30	10,570.22	10,699.12	10,828.02	10,982.70	11,137.40	
	Semi-Monthly		3,609.34	3,867.15	4,382.77	4,640.58	5,156.20	5,220.65	5,285.11	5,349.56	5,414.01	5,491.35	5,568.70	
106%	Semi-Mo Def Comp		198.51	212.69	241.05	255.23	283.59	287.14	290.68	294.23	297.77	302.02	306.28	
EN4	Firefighter - Equip Maint. (Non-Shift)		Step 1 70% 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
SN4	Firefighter - SCBA (Non-Shift)													
	Annual		89,892.96	96,313.92	109,155.60	115,576.56	128,418.48	130,023.60	131,628.96	133,234.08	134,839.44	136,765.68	138,691.92	
	Monthly		7,491.08	8,026.16	9,096.30	9,631.38	10,701.54	10,835.30	10,969.08	11,102.84	11,236.62	11,397.14	11,557.66	
	Semi-Monthly		3,745.54	4,013.08	4,548.15	4,815.69	5,350.77	5,417.65	5,484.54	5,551.42	5,618.31	5,698.57	5,778.83	
110%	Semi-Mo Def Comp		206.00	220.72	250.15	264.86	294.29	297.97	301.65	305.33	309.01	313.42	317.84	
PM4	Firefighter Paramedic (Shift)		Step 1 70% 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months							
	Annual		91,936.08	98,502.96	111,636.48	118,203.36	131,337.12							
	Monthly		7,661.34	8,208.58	9,303.04	9,850.28	10,944.76							

APPENDIX A - IAFF SALARY SCHEDULE

Effective 1-1-26 to 12-31-26

2.7% General Wage Adjustment with 5.50% Deferred Comp

Schedule	Average Shift Hours/Year:	2,472	Shift Hours Per Week:				47.54								
I12.5%		Semi-Monthly	3,830.67	4,104.29	4,651.52	4,925.14	5,472.38								
		Semi-Mo Def Comp	210.69	225.74	255.83	270.88	300.98								
PR4	Firefighter Paramedic - & Rescue Boat Operator (Shift)		Step 1 70% 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr		
		Annual	93,570.48	100,254.00	113,621.28	120,304.80	133,672.08	135,342.96	137,013.84	138,684.72	140,355.60	142,026.48	143,697.36	145,368.24	
		Monthly	7,797.54	8,354.50	9,468.44	10,025.40	11,139.34	11,278.58	11,417.82	11,557.06	11,696.30	11,835.54	11,974.78		
		Semi-Monthly	3,898.77	4,177.25	4,734.22	5,012.70	5,569.67	5,639.29	5,708.91	5,778.53	5,848.15	5,917.77	6,015.24		
I14.5%		Semi-Mo Def Comp	214.43	229.75	260.38	275.70	306.33	310.16	313.99	317.82	321.65	326.24	330.84		
CP4	Firefighter Paramedic Continuous 5+ Yrs (Shift)		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 5+ Yrs	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
		Annual	N/A	N/A	N/A	N/A	N/A	N/A	134,255.76	135,933.84	137,612.16	139,290.24	140,968.56	142,646.88	144,325.20
		Monthly	N/A	N/A	N/A	N/A	N/A	N/A	11,187.98	11,327.82	11,467.68	11,607.52	11,747.38	11,887.24	
		Semi-Monthly	N/A	N/A	N/A	N/A	N/A	5,593.99	5,663.91	5,733.84	5,803.76	5,873.69	5,943.62	6,013.54	
I15%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	N/A	307.67	311.52	315.36	319.21	323.05	326.90	330.74	
FP4 FL4	Deputy Fire Marshall- Firefighter (Non-Shift) Lieutenant (Shift)		Step 1	Step 2	Step 3	Step 4	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr		
		Annual	N/A	N/A	N/A	N/A	N/A	134,255.76	135,933.84	137,612.16	139,290.24	140,968.56	142,646.88	144,325.20	
		Monthly	N/A	N/A	N/A	N/A	N/A	11,187.98	11,327.82	11,467.68	11,607.52	11,747.38	11,887.24		
		Semi-Monthly	N/A	N/A	N/A	N/A	5,593.99	5,663.91	5,733.84	5,803.76	5,873.69	5,943.62	6,013.54		
I15%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	N/A	307.67	311.52	315.36	319.21	323.05	326.90	330.74	
CB4	Firefighter Paramedic Continuous 5+ Yrs with Ladder Truck & Boat Operator (Shift)		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 5+ Yrs	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
		Annual	N/A	N/A	N/A	N/A	N/A	N/A	136,590.72	138,298.08	140,005.44	141,712.80	143,420.16	145,127.52	146,834.88
		Monthly	N/A	N/A	N/A	N/A	N/A	N/A	11,382.56	11,524.84	11,667.12	11,809.40	11,951.68	12,093.96	
		Semi-Monthly	N/A	N/A	N/A	N/A	N/A	5,691.28	5,762.42	5,833.56	5,904.70	5,975.84	6,046.98	6,118.12	
I17%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	N/A	313.02	316.93	320.85	324.76	328.67	332.58	336.49	
PN4	Firefighter Paramedic (Non-Shift)		Step 1 70% 12 Months	Step 2 75% 12 Months	Step 3 85% 12 Months	Step 4 90% 12 Months	Step 5 100% 12 Months								
		Annual	96,839.28	103,756.32	117,590.40	124,507.68	138,341.76								
		Monthly	8,069.94	8,646.36	9,799.20	10,375.64	11,528.48								
		Semi-Monthly	4,034.97	4,323.18	4,899.60	5,187.82	5,764.24								
I18.5%		Semi-Mo Def Comp	221.92	237.77	269.48	285.33	317.03								
LT4 CN4	Lieutenant (Non-Shift) (Training) Firefighter Paramedic Cont 5+ Yrs (No Deputy Fire Marshal (Lieutenant) (No		Step 1	Step 2	Step 3	Step 4	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr		
		Annual	N/A	N/A	N/A	N/A	141,260.40	143,026.08	144,792.00	146,557.68	148,323.36	150,089.04	151,854.72		
		Monthly	N/A	N/A	N/A	N/A	11,771.70	11,918.84	12,066.00	12,213.14	12,360.28	12,507.42	12,654.56		
		Semi-Monthly	N/A	N/A	N/A	N/A	5,885.85	5,959.42	6,033.00	6,106.57	6,180.14	6,253.71	6,327.28		
I21%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	323.72	327.77	331.82	335.86	339.91	343.96	348.01		
FC4	Fire Captain (Shift)		Step 1	Step 2	Step 3	Step 4	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr		
		Annual	N/A	N/A	N/A	N/A	144,762.72	146,572.32	148,381.68	150,191.28	152,000.88	153,810.48	155,619.68		
		Monthly	N/A	N/A	N/A	N/A	12,063.56	12,214.36	12,365.14	12,515.94	12,666.74	12,817.54	12,968.34		
		Semi-Monthly	N/A	N/A	N/A	N/A	6,031.78	6,107.18	6,182.57	6,257.97	6,333.37	6,408.77	6,484.17		
I24%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	331.75	335.89	340.04	344.19	348.34	352.48	356.63		

APPENDIX A - IAFF SALARY SCHEDULE

Effective 1-1-26 to 12-31-26

2.7% General Wage Adjustment **With 5.50%** Deferred Comp

Schedule	Average Shift Hours/Year:	2,472	Shift Hours Per Week:				47.54							
			Step 1	Step 2	Step 3	Step 4	Step 5 100% 12 Months	+1.25% 6th Yr	+2.5% 11th Yr	+3.75% 16th Yr	+5% 21st Yr	+6.5% 26th Yr	+8% 31st Yr	
FM4	Fire Marshal Captain (Non-Shift)													
MO4	Medical Officer - Cpt (Non-Shift)	Annual	N/A	N/A	N/A	N/A	151,767.36	153,664.56	155,561.52	157,458.72	159,355.68	161,632.32	163,908.72	
	Training Captain (Non-Shift)	Monthly	N/A	N/A	N/A	N/A	12,647.28	12,805.38	12,963.46	13,121.56	13,279.64	13,469.36	13,659.06	
		Semi-Monthly	N/A	N/A	N/A	N/A	6,323.64	6,402.69	6,481.73	6,560.78	6,639.82	6,734.68	6,829.53	
130%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	347.80	352.15	356.50	360.84	365.19	370.41	375.62	
BC4	Battalion Chief (Shift)													
		Annual	N/A	N/A	N/A	N/A	158,772.00	160,756.56	162,741.36	164,725.92	166,710.72	169,092.24	171,473.76	
		Monthly	N/A	N/A	N/A	N/A	13,231.00	13,396.38	13,561.78	13,727.16	13,892.56	14,091.02	14,289.48	
		Semi-Monthly	N/A	N/A	N/A	N/A	6,615.50	6,698.19	6,780.89	6,863.58	6,946.28	7,045.51	7,144.74	
136%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	363.85	368.40	372.95	377.50	382.05	387.50	392.96	
BN4	Battalion Chief - (Non-Shift)													
		Annual	N/A	N/A	N/A	N/A	165,776.64	167,848.80	169,920.96	171,993.36	174,065.52	176,552.16	179,038.80	
		Monthly	N/A	N/A	N/A	N/A	13,814.72	13,987.40	14,160.08	14,332.78	14,505.46	14,712.68	14,919.90	
		Semi-Monthly	N/A	N/A	N/A	N/A	6,907.36	6,993.70	7,080.04	7,166.39	7,252.73	7,356.34	7,459.95	
142%		Semi-Mo Def Comp	N/A	N/A	N/A	N/A	379.90	384.65	389.40	394.15	398.90	404.60	410.30	

General Wage Adjustment applied to semi-monthly Firefighter pay at 100% (step 5). Step percentage and differential pay rates are calculated from said Firefighter 100% rate after annual General Wage Adjustment is applied. General Wage Adjustment will be calculated out to three decimal places. Longevity pay rates are calculated from the base wage rate at 100%. Published hourly wages are estimates and actuals may vary (due to penny rounding) and will be calculated by City payroll software system.