

**AGREEMENT BY AND BETWEEN**  
**THE CITY OF BURLINGTON**  
**AND**  
**BURLINGTON FIREFIGHTERS,**  
**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**  
**LOCAL #4111**  
**FOR**  
**January 1, 2023 – December 31, 2025**

## TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
ARTICLE 1 – AGREEMENT.....	3
ARTICLE 2 – PREAMBLE .....	4
ARTICLE 3 - RECOGNITION OF BARGAINING UNIT .....	5
ARTICLE 4 - UNION MEMBERSHIP AND DUES .....	6
ARTICLE 5 – DISCRIMINATION .....	7
ARTICLE 6 - NO STRIKES.....	8
ARTICLE 7 - MANAGEMENT RIGHTS.....	9
ARTICLE 8 - UNION BUSINESS.....	10
ARTICLE 9 - GRIEVANCE PROCEDURE .....	12
ARTICLE 10 – DISCIPLINE AND APPEALS OF DISCIPLINARY ACTION .....	14
ARTICLE 11 - SENIORITY LIST .....	17
ARTICLE 12 - TRIAL PERIOD .....	18
ARTICLE 13 - VACANCIES AND PROMOTIONS .....	19
ARTICLE 14 - SHIFT EXCHANGES .....	20
ARTICLE 15 - WORK HOURS.....	21
ARTICLE 16 - PHYSICAL FITNESS .....	23
ARTICLE 17 - LEAVE TIME .....	24
ARTICLE 18 - SICK LEAVE AND LIGHT DUTY .....	28
ARTICLE 19 - RETURN TO DUTY.....	31
ARTICLE 20 - BEREAVEMENT LEAVE.....	33
ARTICLE 21 - UNIFORM ALLOWANCE.....	34
ARTICLE 22 – INSURANCE .....	35
ARTICLE 23 – LONGEVITY .....	36
ARTICLE 24 - EDUCATION INCENTIVES AND TRAINING .....	37
ARTICLE 25- SALARY, DEFERRED COMPENSATION AND INCENTIVE PAY.....	39
ARTICLE 26 - DURATION .....	43
ARTICLE 27 - SAVINGS CLAUSE .....	44
ARTICLE 28 – NOTICES.....	45
ARTICLE 29 - WAIVER/MODIFICATION .....	46
ARTICLE 30 - OVERTIME AND CALL BACK.....	47
ARTICLE 31 – WORKING OUT OF CLASSIFICATION.....	49
ARTICLE 32 – LABOR MANAGEMENT COMMITTEES .....	50

## ARTICLE 1 – AGREEMENT

**Section 1.** This Agreement is between the City of Burlington (hereinafter referred to as the "City") and the International Association of Fire Fighters, Local Union No. 4111 (hereinafter referred to as the "Union"). It contains the entire agreement between the parties governing wages, hours, and working conditions, and has been reached as the result of collective bargaining, in accordance with R.C.W. 41.56, and shall be in effect for the period stated herein. The personnel policy of the City shall govern except where in conflict with specific terms of this Agreement.

**Section 2.** The City shall post on a City bulletin board in the Fire Station and electronically notify the bargaining unit President of any proposed, or final changes, additions, or deletions to the personnel policies, civil service rules, and any written bulletins issued by the Fire Chief or his or her designee. Provided, however, that the City agrees to bargain only those changes in mandatory subjects of bargaining not otherwise waived in this Agreement, consistent with Chapter 41.56 RCW. If the Union believes that any policy and/or procedure change affects a mandatory subject of bargaining the Union will submit a written request either in person or via electronic mail with the attached written request or through conventional mail to the City within 30 days of the posting of its wishes to meet and bargain the decision(s) and/or the impact(s). Upon receiving such notice the City shall acknowledge its receipt in writing in the manner outlined above. After notification is given, the City and the Union agree to schedule a meeting at a mutually convenient time.

## **ARTICLE 2 – PREAMBLE**

Section 1. This Agreement is to increase the general efficiency of the Fire Department and to maintain harmonious relations between the City and its professional firefighting personnel. This Agreement is intended to: state the expectations of the City and the members of IAFF Local 4111; to ensure the continuous non-interruption of service to the citizens; and to provide an appropriate dispute resolution process. The Parties will make every effort to settle disputes over wages, hours, and working conditions by negotiation procedures in accordance with R.C.W. Chapter 41.56.

Section 2. Throughout this agreement, the terms “firefighter” or “employee” shall mean any combination of Firefighter/EMT/Paramedic.

### **ARTICLE 3 - RECOGNITION OF BARGAINING UNIT**

**Section 1.** The City hereby recognizes the Union as the exclusive bargaining representative of all regular, full-time uniformed employees of the Burlington Fire Department with the exception of the Fire Chief, Assistant Fire Chief, Division Chief, confidential personnel, clerical support staff, or other exempt employees.

**Section 2.**

The parties to this Agreement acknowledge that training functions have historically been performed by both exempt and represented positions and that training functions contain both traditionally exempt (program design, development, assurance, and oversight) and represented (primarily operational training functions) duties. As the Burlington Fire Department Training Division continues to develop, both parties agree to discuss this assignment of duties through the Labor-Management process.

## ARTICLE 4 - UNION MEMBERSHIP AND DUES

**Section 1.** All employees covered by this agreement may voluntarily become members of the Union.

**Section 2.** Subject to the provisions of this article, all employees in the bargaining unit who are members of the Union as of the signature date of this Agreement shall remain members in good standing for the term of the Agreement. Any employee hired after the effective date of this Agreement shall, within 30 days of employment, become and remain a member of the Union. Provided, that in the event any employee wishes to withdraw from the Union, or does not wish to become a member of the Union, the employee shall have the right to decline membership in the Union under the following circumstances. In accordance with RCW 41.56.122, an employee who has a religious tenant against Union membership shall pay an amount of money equivalent to regular monthly dues to a mutually agreed upon charity; the employee shall furnish written proof to the Union that such payment has been made. Moreover, if an employee for any reason does not wish to be a member of the Union, that employee shall proportionately and fairly share in the cost of the collective bargaining process. Therefore the cost for such bargaining unit members shall be fixed proportionately at the amount of dues uniformly required of each member of the bargaining unit to defray the cost of services rendered in negotiating and administering this Agreement. Payment of a maintenance fee in this amount shall be in lieu of any other obligation under this Article.

**Section 3.** Upon written authorization of an employee, the City shall make deductions on a regular basis from the wages of an employee for regular Union dues, assessments, and initiation fees as identified by the Union Treasurer. The Union agrees to indemnify and hold harmless the City from any claims, actions, or proceedings arising from deductions made according to this article. An employee's request to revoke authorization for payroll deductions must be in writing submitted to the Union. After the City receives notification from the Union that the employee has revoked authorization for deductions, the City shall end the deduction no later than the second payroll after the receipt of notification.

## **ARTICLE 5 – DISCRIMINATION**

The City agrees not to unlawfully discriminate against any employee for exercising his or her legal rights to organize and bargain collectively under the Public Employees Collective Bargaining Act (R.C.W. Chapter 41.56). The City and the Union agree that they shall not unlawfully discriminate against any employee because of membership or non-membership in the Union, sex/gender, sexual orientation, race, color, religion, national origin, marital status or mental or physical disability, provided there is no interference with bona fide occupational qualifications.

## **ARTICLE 6 - NO STRIKES**

The City and the Union recognize that the public interest requires efficient and uninterrupted performance of City services. Therefore, the Union agrees that there shall be no strikes, slowdowns, stoppage of work, sympathy strikes, or interference with the operations of the Fire Department. Any employee who violates any provisions of this Article shall be subject to disciplinary action, including discharge, under provisions of the rules and regulations of the Burlington Civil Service Commission.

## ARTICLE 7 - MANAGEMENT RIGHTS

**Preamble.** Any and all rights concerned with the management and operation of the Fire Department are exclusively the prerogative of the City unless otherwise provided by the terms of this Agreement, Civil Service rules or applicable law.

**Section 1.** The rights to hire, promote, discipline, suspend, or discharge for just cause, improve efficiency, determine work schedules and locate workstations and/or department headquarters are examples of management prerogatives. The City retains its right to manage and operate its department, except as may be limited by an expressed provision of this Agreement.

**Section 2.** Delivery of municipal services in the most efficient, economical and courteous manner is of paramount importance to the City. To achieve this goal, maximized performance is recognized as an obligation of each employee covered by this Agreement. Further, to deliver municipal services effectively it is recognized that the City may introduce new, improved or automated methods of equipment; may reduce, increase or change municipal equipment; may reassign employees within the bargaining unit in accordance with their job classification title.

**Section 3.** The Union recognizes the City's right to establish and/or revise performance standards. Such standards may be used to determine acceptable performance levels, prepare work schedules and measure the performance of employees. In establishing new and/or revising existing performance standards, the City shall meet and discuss with the Union, prior to implementation of such performance standards. The City and the Union agree that performance standards shall be reasonable. The City shall have the final say in the development of Performance Standards.

**Section 4.** The City reserves the right to contract out goods and services of any and all types. In the event the City's business or budgetary constraints result in the reduction, elimination or outsourcing of Fire/EMS Services operations, prior to the decision to take such action the City shall meet with the Union to discuss said action. The City shall retain the final decision making right in determining if the City shall reduce, eliminate or outsource the City's Fire/EMS Services.

## ARTICLE 8 - UNION BUSINESS

**Section 1.** All Union business and meetings shall occur on the Union employee's personal time and not during working hours of the Fire Department.

**Section 2.** The City shall allow the placement and maintenance of one (1) bulletin board at the work site to be used by the members of the Union. The Union will ensure that only materials authorized by the Union Treasurer shall be posted. The Union will use this board for posting notices pertaining to recreational and social activities, Union elections, reports of the Union or its committees, Union meeting notices, legislative enactments and judicial decisions affecting public employee labor relations, and any other Union business. The Union shall not post any materials that are obscene, defamatory or impair the operations of the Fire Department or City. The Union may also distribute and receive Union business through the utilization of the employee mailboxes at the Fire Station.

**Section 3.** The City shall allow Union officials reasonable access to the telephone for the purposes of processing and gathering information needed to evaluate, file or settle Civil Service Complaints. The Union agrees not to use the City's photocopier or FAX for Union purposes.

**Section 4.** The Union is free to use the telephone on their own time (including lunch periods and breaks) to the same degree other employees are allowed to use them.

**Section 5.** The City shall allow for the use of a lockable storage closet in the offices of the Fire Station. Such a closet shall be furnished and maintained by the Union. The City will not be held responsible for any damage or theft of information or records held within this closet.

**Section 6.** At the request of the Union, the City will, when available, allow the use of meeting facilities of the City for Union meetings. Bargaining unit members who are on duty may attend the Union meeting if the meeting occurs on Fire Department premises, outside normal business hours, and if attending does not reduce the manner and ability of the on-duty member to respond to emergency calls. Duration of no more than two hours per month per bargaining unit member will be allowed. Further, bargaining unit members will be allowed to attend scheduled labor-management meetings while on-duty, if attending does not reduce the manner and ability of the on duty members to respond to emergency calls.

**Section 7.** Official Union representatives shall be allowed time away from their duty station without loss of pay when attending meetings with the City regarding grievances or complaints. Such representatives shall obtain permission from the Fire Chief, or, in their absence, the designated superior officer, before leaving the job. Permission to be absent shall be based on adequate staff coverage to carry out the service requirements of the Fire Department.

**Section 8.** Union members shall be eligible to use "Union Leave" when conducting Union business. All bargaining unit members agree to donate an equal share of vacation hours from

their personal vacation leave banks to cover authorized Union Leave. Union Leave requests shall be scheduled following the same protocol as vacation scheduling. Requests for Union Leave shall be submitted on the Union Leave Request Form and must be pre-approved by the signature of the Union President and Fire Chief. Both parties recognize that Union Leave will initially be deducted from the individuals' vacation leave bank and that reconciliation of vacation time to cover Union Leave may take up to two (2) pay periods.

## ARTICLE 9 - GRIEVANCE PROCEDURE

**Section 1.** It is the intent of this grievance procedure to settle such disputes or complaints at the point of origin. A grievance shall mean a claim or dispute arising from the interpretation or application of this Agreement. As used in this Article, calendar days shall mean Sunday through Saturday, inclusive of holidays. All time frames included in the Section may be modified with written consent of the Union and the City.

**Section 2.** In the event that such a complaint of dispute arises during the life of this Agreement, it shall be handled in the following manner:

**Step 1.** The Employee shall present the grievance to their immediate supervisor within ten (10) calendar days from the date and time of the occurrence of the event giving rise to the grievance, or it shall be deemed waived. If the issue is not resolved within five (5) calendar days after the grievance is so presented, the employee shall reduce the grievance to writing and proceed to Step 2. Such grievance resolution shall be reduced to writing and include the written approval of the Fire Chief.

**Step 2.** If not resolved in Step 1, the Employee or Union shall present the grievance in writing within fourteen (14) calendar days of its alleged occurrence to the Fire Chief. The written grievance shall contain the article(s) of the Agreement allegedly violated, the facts of the matter, and the remedy sought by the employee. The employee or Union and the Fire Chief shall meet and attempt to resolve the grievance within ten (10) calendar days of its submittal to the Fire Chief. A Union representative may be present at the meeting between the employee and the Fire Chief if the employee, Union or Fire Chief desires.

**Step 3.** If the grievance remains unresolved, the employee and Union may submit the grievance to the Mayor within twenty-one (21) calendar days of the alleged occurrence. The Mayor and employee with a Union representative shall meet and attempt to resolve the grievance within fourteen (14) calendar days of its submittal. If the grievance is not resolved by the Mayor, to the satisfaction of the employee or Union, it may proceed to Step 4.

**Step 4.** Within fourteen (14) calendar days of the Mayor's response to the grievance, the Employee and Union may submit the grievance for mediation by notifying the Mayor, or Mayor's designee, and the Fire Chief of the employee's and Union's intent to do so. The Union and the City shall attempt to select a mediator mutually acceptable to both parties. In the event that the parties are unable to agree on a mediator, they shall request a list of seven mediators from the Washington State Public Employment Relations Commission (PERC). The parties shall alternatively strike names from the list until one name remains, with a coin flip determining the first party to strike a name. The

remaining person shall be the mediator of the case. Each party shall pay one-half of the mediator's fees but shall otherwise be responsible for their own costs.

**Step 5.** Should mediation fail, the Employee and Union, within fourteen (14) calendar days from the mediator's decision may submit for grievance arbitration by notifying in writing the Mayor, or the Mayor's designee and the Fire Chief of the employee's intent to do so; absent written mutual consent to extend time frames. The Union and the City shall attempt to select an arbitrator mutually acceptable to both parties. In the event that the parties are unable to agree on an arbitrator within ten (10) calendar days, they shall request a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall alternatively strike names from the list until one name remains, with the Union striking the first name. The remaining person shall be the arbitrator of the case. The decision of the arbitrator shall be binding on the parties. Each party shall pay one-half of the arbitrator's fees and expenses but shall otherwise be responsible for that party's own costs. The arbitration hearing shall be convened at the earliest date of mutual convenience after the selection process is completed. The Superior Court Mandatory Arbitration Rules shall apply to any arbitration, except as those rules may explicitly conflict with any provision of this Agreement.

**Section 3.** In connection with an arbitration proceeding held pursuant to this Agreement, it is understood as follows:

**Step 1.** The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, modify or be contrary to the interpretation of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

**Step 2.** The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days from the close of the record.

**Step 3.** Time frames, as specified herein, may be waived by written Agreement of both parties.

**Section 4.** Processing a grievance through the Grievance Procedure shall constitute an election of remedies and a waiver of rights of the Union and Employee to contest the subject matter in another forum. Likewise, processing an issue through the courts shall constitute a waiver of the right of the Employee and the Union to process the subject matter of the grievance in any other form.

**Section 5.** In the event that the grievance is not submitted by the employee to the next step in the process within the time frame specified, the matter shall be considered resolved with the last City response. In the event the City does not respond within the time frame specified, the employee may submit the grievance to the next step in the process.

## ARTICLE 10 – DISCIPLINE AND APPEALS OF DISCIPLINARY ACTION

**Section 1.** For the purpose of this Agreement “disciplinary action” means any corrective action or discipline that involves a written record of progressive disciplinary measures up to and including termination.

**Section 2.** Employees may be disciplined or discharged for just cause. Discipline, shall be applied, at progressive and escalating levels, to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the employee’s prior record of service, length of service, severity of offense, and prior record of discipline. The parties acknowledge that some behavior, including, but not limited to theft, deceitful behavior, and physical harm to others may warrant a more severe discipline and may not follow the normal progressive discipline regimen.

**Section 3.** A supervisor, upon receipt of information alleging a possible violation of department or city policy or occurrence of an action constituting a potential cause for discipline, may begin an investigation into the complaint if it is determined that there is reasonable suspicion to believe a legitimate complaint exists. The supervisor shall not assume or prejudice the validity of the complaint until the completion of the investigation.

If, after the investigation, the complaint is deemed to be valid and if management determines that disciplinary action beyond the issuance of verbal counseling is to be implemented, a written complaint, signed by the person originating the complaint, or by the investigating supervisor, shall be given to the person to whom the complaint refers. This requirement shall precede the initiation of any disciplinary action or measures under the terms of this article.

**Section 4.** Disciplinary action, except for probationary employees, shall occur in the order as follows, unless the action(s) of the employee warrants more severe measures:

- Verbal counseling
- Written reprimand
- Suspension
- Reduction in rank
- Termination

To maintain a record of progressive discipline, the supervisor shall develop written documentation of any verbal counsel that has been administered to an employee and deliver it to the Fire Chief and Human Resources. The supervisor’s notes will be used as justification for written reprimand or greater discipline.

**Section 5.** Prior to the administration of any discipline other than verbal counseling, the employee shall be provided a copy of the alleged violation and all relevant documents the

Employer has in its possession. In addition, the Employer shall hold a pre-determination hearing no sooner than ten (10) business days and no longer than thirty (30) days from the time the employee was issued written notification of the alleged violation, unless extended for purposes of completing an investigation. At this hearing, the employee will be given an opportunity to present their side of the issue.

**Section 6.** The employee shall be entitled to have union representation present at any meeting held with the employer to discuss potential disciplinary action against the employee that exceeds verbal counseling and/or written reprimand. Employees may have union representation present during interviews where they believe that discipline may result in the loss of compensation or termination.

**Section 7.** The employer may place an employee on paid administrative leave pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

The Employer may suspend an employee, with or without pay, for a period not to exceed thirty (30) days for just cause, unless extended for the purposes of completing an investigation.

**Section 8.** The employer may discharge an employee or demote an employee to a lower class and pay grade for just cause. An employee so demoted shall lose all rights to the higher class position. If the employee has not had previous standing in the lower class, such demotion shall not displace any other regular employee or any probationer covered under this agreement.

A demoted employee shall meet the minimum qualifications to perform the duties of the lower class. The demoted employee may be required to serve a trial period in the class to which he or she has been demoted, for such time and upon such terms and conditions as the Chief may provide in the demotion order, for the sole purpose of determining the capability to satisfactorily perform the functions and duties of such class.

**Section 9.** The employee and the employee's union representative, with the employee's consent, shall have the right to view the full contents of their personnel file. An employee who disagrees with the validity of any disciplinary document that has been added to their file shall have the opportunity to challenge said document under "step 2" of the grievance procedure of this contract.

**Section 10.** No written reprimand or greater disciplinary document will be placed in the employee's personnel file without the employee having first received a copy. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document. If the employee refuses to sign an acknowledgement of receipt of the document, a note of such refusal shall be stored in the personnel file along with the document. When a record of disciplinary action is placed in an

employee's personnel file, the union shall be promptly notified of the employee involved and the disciplinary action taken.

**Section 11.** A written reprimand will be removed from an employee's personnel file after three (3) years from the date said action was finalized, unless the Fire Chief agrees to remove the written reprimand after two (2) years, upon being requested to do so by the employee and following the approval of the Mayor. Reprimands that have been expunged may not be used in consideration of future discipline. Written reprimands that have been expunged will be retained by the Human Resources Department as per Washington State or the City of Burlington adopted records retention policy.

Records of suspensions or demotions and any other record required to be retained by the Washington State Records Retention requirements, are permanently retained in an employee's personnel file.

**Section 12.** An employee, or the Union on behalf of the employee, may appeal the imposition of "disciplinary action" in excess of verbal counseling by way of the grievance procedure of this contract.

## **ARTICLE 11 - SENIORITY LIST**

**Section 1.** The City shall establish a seniority list for the purpose of bidding vacation and KELLY Days, and it shall be brought up to date November 1 of each year and immediately posted on the bulletin board of the Fire Department. The list order shall be defined by each member's seniority within the classification of full-time Firefighter/EMT and full-time Firefighter/Paramedic.

**Section 2.** Seniority shall be defined as the number of years of continuous full-time service with the Fire Department from date of hire. In the case where employees are hired on the same day, seniority shall be based on the order of their rankings on the hiring list.

**Section 3.** Resignation, termination, retirement, or leaves without pay shall constitute a break in continuous service and seniority shall not accrue. Upon returning to work after such break, the employee shall be granted the previously held level of seniority although their place on the seniority list may change. Protected leaves (e.g. FMLA, maternity, and military) shall not cause seniority to be adjusted.

**Section 4.** Layoffs and reductions in force shall be in order of inverse seniority on the applicable seniority list. However, if a member moves into a different classification, their seniority for the purpose of layoffs and reductions in force shall be the number of continuous years of service within the Burlington Fire Department as a full-time IAFF member.

## ARTICLE 12 - TRIAL PERIOD

The following positions shall be considered “at will” probationary employees for the first twelve (12) months of work. During this time, the probation period shall be considered an extension of the hiring process and they may be terminated at any time at the discretion of the Mayor, following a recommendation from the Fire Chief. Such terminations shall not be subject to the Grievance or Appeal of Discipline Articles of this Agreement. The City retains the discretionary right to consider extensions to the Probationary Period on a case by case basis:

1. New Entry Level Firefighter/EMT or Entry Level Firefighter/Paramedic
2. New Lateral Firefighter/EMT or Lateral Firefighter/Paramedic
3. Provisional Firefighter/EMT or Provisional Firefighter/Paramedic

Provisional Firefighter/EMT and Provisional Firefighter/Paramedic who are removed from provisional status and hired by the City shall have the time completed on provisional status count toward their twelve (12) month at will probationary period but in all instances, they shall complete no less than an additional six (6) month at-will probationary period.

Employees rehired or reinstated shall be subject to a shorter six (6) month probationary period and may be terminated at any time at the discretion of the Mayor, following a recommendation from the Fire Chief. Such terminations shall not be subject to the Grievance or Appeal of Discipline Articles of this Agreement.

Employees who move into a different classification within the Fire Department shall be subject to a three (3) month trial period during which the Mayor, in consultation with the Fire Chief, may revert the employee to their previous position. Such reversions shall be subject to appeal through the grievance process. Employees moved into a different classification may choose to return to their former position up to thirty (30) calendar days following the first day in their new position, or a written offer of employment is given to backfill their original position, whichever is sooner.

## **ARTICLE 13 - VACANCIES AND PROMOTIONS**

**Section 1.** When a vacancy occurs in any classified or assigned position, the Fire Chief shall notify the Union within thirty (30) days of any decision by the City to modify or eliminate said position.

**Section 2.** All vacancies and promotions will be filled in accordance with the rules and regulations set forth by the Burlington Civil Service Commission.

**Section 3.** In the event, a workforce reduction is required due to budgetary constraints; employees with the least seniority shall be laid off first.

Upon layoff, the employee will be placed on a reinstatement list in the order of seniority for three (3) years. The employee on layoff status shall keep the City notified of address and telephone number at which the employee may be contacted.

## ARTICLE 14 - SHIFT EXCHANGES

**Section 1.** Employees shall have the right to exchange scheduled duty periods with the written approval of the Fire Chief or designated superior officer and employee subject to the following conditions:

- (a) Shift exchanges shall be voluntary.
- (b) Shift exchanges shall not result in any additional cost to the City.
- (c) Shift exchanges shall not interfere with department operations.
- (d) Shift exchanges shall be conducted in accordance with Fire Department policies and procedures.
- (e) The final approval of shift exchanges shall be the responsibility of the Fire Chief, or, in their absence, the designated superior officer. The Fire Chief's, or, in their absence, the designated superior officer's decision is not contestable by the Union.
- (f) When a trade results in an officer not being on duty, the person who accepted the trade from the officer, if qualified, will be the acting officer. In the event the trade provides two officers on duty, the officer with the greatest seniority will be the shift officer.
- (g) Where a shift trade has been authorized and the relief employee does not report for duty for reasons other than sick leave, it shall be the responsibility of the relief employee to arrange for his or her replacement. If the relief employee fails this obligation he or she shall be charged one (1) hour of annual leave or compensatory time for each hour of reduced coverage. Moreover, should the City find it necessary to call back an off-duty employee at an overtime rate for shift coverage, the initial relief employee shall be charged one and one-half (1.5) hours of Annual Leave or compensatory leave for each hour of overtime coverage required.
- (h) Shift exchanges shall not interfere with minimum staffing requirements in Article 17 Section 4(a) and if they do, the relief employee shall be subject to potential discipline.
- (i) If a relief employee does not report for duty twice in a twelve (12) month period, such behavior may subject the relief employee to discipline in accordance with this Agreement.
- (j) All trades must be completed within twelve (12) months of the initial trade day.

## ARTICLE 15 - WORK HOURS

**Section 1.** Day Shift – Employees assigned to the eight (8) hour shift shall normally work a forty (40) hour work week consisting of eight (8) hours of duty Monday through Friday followed by two (2) days off duty. The eight (8) hour shift (day shift) shall commence at 0800 hours and conclude eight (8) work hours later.

With approval of the Chief, or designee, day-shift Employees may work a 4/10 schedule. Employees assigned to the ten (10) hour shift shall work a forty (40) hour work week consisting of four ten hour shifts assigned by the Fire Chief. The ten (10) hour 4/10 (day shift) shall commence at 0800 hours and conclude ten (10) work hours later.

Employees not assigned to the Operations Division that may require a flexible shift assignment (i.e. training, fire prevention, etc.) may be directed to work an alternative schedule as necessary to support the needs of the assignment. At least seven (7) days' notice will be given prior to a change in schedule. Any change in schedule with less than seven (7) days' notice will be mutually agreed to by the Fire Chief or designee and the employee.

**Section 2.** 24 Hour Shift – Employees assigned to the twenty-four (24) hour shift shall work the 48/96 schedule, unless mutually agreed between the union and the city to work an alternate schedule. The 48/96 schedule is a three platoon system in which employees work two consecutive twenty-four hour shifts for a total of forty-eight hours, and have ninety-six consecutive hours off. The shift starting time will be 0700. The shift configuration and shift starting time may be modified by mutual agreement between the City and the Union.

In the event a shift is scheduled to work both December 24 and December 25 of the same year, the shift assigned to work on December 23 will be reassigned to work on December 24. The shift originally scheduled to work December 24 will be reassigned to work on December 23. It is understood that this shift modification is considered a shift trade and shall not generate overtime.

**Section 3.** A firefighter may work no more than seventy two (72) consecutive hours. Except in the event of a major emergency, the City will strive to have a twenty-four (24) hour break before the next shift, but such break shall not be less than twelve (12) hours.

**Section 4.** Each shift may be assigned a floater position. The selection of the floater shall be based on seniority and first offered to the most senior person in the necessary classification, then continuing in descending seniority order until the position is filled. In the event no member voluntarily accepts the assignment, the least senior person in the affected classification will be assigned to the floater position.

The floater will generally be assigned to a designated shift, but in the event of an extended absence or injury or to reduce overtime, the City will retain the ability to temporarily reassign the floater to a different shift. The floater will be provided no less than three weeks' notice any time they are assigned to a different shift.

The duration of the floater assignment shall not exceed 180 days. If, after 180 days, there is still a need for a floater, the position shall be first offered to the most senior person in the necessary classification, then continuing in descending seniority order until the position is filled. In the event no member voluntarily accepts the assignment, the next least senior person in the affected classification will be assigned to the floater position.

**Section 5 .** In the computations for hours worked, KELLY days shall be used to reach the desired annual work hours. KELLY days shall be defined as days off for the sole purpose of lowering the hours worked by the employee for FLSA 7k exemption compliance, and are not considered a leave benefit. For those employees assigned to work 24-hour shifts ("24-hour employees"), the annual hours worked shall average 2,550. In order to achieve this, one KELLY day shall be taken per 24-day KELLY cycle.

KELLY day signup shall occur on or before December 1<sup>st</sup>, shall be based on seniority, shall not create scheduled overtime, and shall be taken at the discretion of the Fire Chief or designee as to not cause hardship on the Fire Department.

**Section 6.** The City shall provide 3-weeks' notice for any shift pattern changes unless less notice is mutually agreed upon. However, all shifts are subject to emergency service requirements imposed on staff during periods of floods or other natural disasters as stipulated by the City. Exceptions to, or temporary modifications of the approved schedule may be made in order to allow the Fire Department to meet specific operational needs. Such changes may be made with the mutual agreement between the Fire Chief, or designee, and the affected employee.

**Section 7.** A minimum of three (3) days' notice shall be given for any change/cancellation of scheduled work hours unless mutually agreed upon. In the event that less than three (3) days' notice is given, the employee will be given the option of working the previously scheduled time or not work the scheduled hours and receive two (2) hours call-back overtime pay.

**Section 8.** If a Federal, State, City, or other Local Government with authority over such matters, mandate a change in working conditions, the City shall comply with such mandate. Should a Federal, State, City, or other Local Government with authority over such matters recommend a change in working conditions, the City agrees that if such recommendation is implemented by the City, the City shall meet and bargain the impacts with the Union within 48-hours of implementing such recommendation(s).

## ARTICLE 16 - PHYSICAL FITNESS

**Section 1.** All bargaining unit members are strongly recommended to participate in a mutually defined physical fitness program.

The employee is allowed up to 1.0 hours per shift to participate in physical fitness, so long as the physical fitness activities are performed within the Burlington city limits and do not interfere with the performance of duties or the ability to respond to emergencies within the adopted departmental level of service response time. The employee may use the resources of the fire station to conduct this activity. Firefighters may also become a corporate member of the City's Physical Fitness Health Club Benefit Program and shall abide by the written policies of this employee benefit program.

**Section 2. Candidate Physical Ability Testing.** Any candidate who is participating in the testing process to be hired as a professional firefighter shall be required to pass a physical ability test that meets the current standards of the Fire Department as set forth by the Burlington Civil Service Commission.

**Section 3. Specialty Programs.** With the approval of the Fire Chief, employees may participate in specialty programs and may be required to successfully pass additional physical fitness testing. The Fire Chief will establish the physical fitness standards in consultation with the City, Union, and the Specialty Program Lead.

## ARTICLE 17 - LEAVE TIME

### Section 1. Holidays - Day Shift

- (a) All eligible members of the bargaining unit assigned to a day shift shall be granted (eight (8) or ten (10) hours if day shift dependent upon the length of shift assigned) time off with pay for observance of or in lieu of holidays according to the Holiday Schedule set forth in the City Personnel and Policy Manual.

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Native American Heritage Day (Day after Thanksgiving)
Juneteenth	
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Personal Holiday

The Personal Holiday, when taken, would be deducted from overall Holiday Pay, would be bid during the Vacation/Kelly Day bidding session, and would be a "use it or lose it" (no carryover) holiday hours.

- (b) If an employee is on an authorized leave with pay when a holiday occurs, except a personal holiday, the holiday shall be paid and not charged against any accumulated sick or vacation leave.
- (c) Employees who work on holidays, excluding personal holidays shall be paid at the rate of two and one-half (2-<sup>1</sup>/<sub>2</sub>) times the Base Hourly Rate of pay for hours worked.
- (d) Each employee, after their trial period employment, shall be eligible for a paid day off in observance of the personal holiday. Personal holidays shall not be carried over from year-to- year.

### Section 2. Holidays - 24-Hour Shift Employees

Twenty-four hour shift employees for whom their shift falls on a holiday listed above shall work that day as they would any regularly scheduled shift. In lieu of holiday time off, all 24-hour shift employees shall be compensated for working the holidays listed above with an annualized total of one hundred and fifty six (156) hours of straight-time pay per calendar year, and shall be paid in one lump sum on the last pay period of each November. Employees must declare whether they will take paid holiday time (money), or leave holiday time (time off) during the November Vacation/KELLY scheduling period. Employees may elect to take all of part of their holiday time as either paid holiday or leave holiday.

Employees who are hired after the beginning of the year, are placed on, or off of the twenty-four hour shift, or who are separated from service prior to the end of the calendar year shall receive a pro-rated portion of holiday pay for the period of time they were assigned to the twenty-four (24) hour shift. The City shall have the right to adjust payroll and/or compensation for leave to compensate for any overpayment of annualized leave due to separation of service prior to the end of the calendar year.

### **Section 3. Vacation**

- a) Employees shall be granted vacation time off without loss of pay. Vacation time will be earned as noted in Section 5.
- b) Vacation accrual will be calculated on a monthly basis beginning with the employee's first day of employment. Vacation accrual shall be continued during vacation time, recognized holidays, and authorized paid sick leave. Vacation is not considered accrued until the end of the last day of each month in which it is earned.
- c) Employees may carry over the equivalent of their current one-year vacation accrual to the next calendar year. If the employee has a balance exceeding the one-year accrual amount, but not more than four (4) hours if assigned to a day shift or twelve (12) hours if assigned to a 24-hour shift, the employee may carry over or cash out the surplus amount.
- d) Newly hired employees, during the Probationary Period, shall accrue vacation benefits from the first day of employment and shall not be entitled to use any form of paid vacation leave until successful completion of the Probationary Period.
- e) An annual sign-up schedule/calendar shall be posted no later than the first Monday of November each year. All Vacation/Kelly Day requests shall be submitted to the Fire Chief for approval no later than November 30<sup>th</sup>. Sign-up for vacation time on that day will be by seniority (using the separate Firefighter/EMT and Firefighter/Paramedic seniority lists) with each employee signing up for a maximum of ninety six (96) hours on the first selection round. No more than two full-time employees (one Firefighter/EMT and one Firefighter/Paramedic) shall be allowed to be scheduled for vacation or on a KELLY day on the same day. The Fire Chief or their designee has the discretion to permit more than one FF/EMT and/or more than one FF/PM to be scheduled for vacation or on a KELLY day on the same day if minimum staffing is maintained and staffing is considered adequate to meet operational needs.. After each employee has had the chance to sign up, employees (by each seniority list) may then sign up for any remaining unused vacation time. After this date, additional vacation sign-ups will be on a first-come, first-served basis. Employees wishing to trade vacation dates at a later time may do so with the approval of both the Fire Chief or designated superior officer and the employee.

- f) Any employee who completes their trial period and then separates from employment shall be compensated for any accrued and unused vacation time at their regular rate of pay at the time of separation.
- g) All approved vacation time shall be posted on a calendar in an approved area at the Fire Department. Annual Vacation/KELLY vacation requests will be approved by the Fire Chief no later than December 31<sup>st</sup>.

**Section 4. Shift Coverage for Leave Time**

- (a) A minimum of six (6) bargaining unit members shall be scheduled to be on shift at any time; two of which will be Firefighter/Paramedics. If a shift vacancy is created by Leave Time (vacation, sick leave, KELLY day, etc.) that reduces full-time firefighter staffing below the six (6) person minimum, the open shift shall be first offered to off-duty bargaining unit employees on a rotating basis based on seniority in accordance with Article 30.

Both the City and Union agree that maintaining minimum staffing is the responsibility of both parties and that employees may be required to work mandatory overtime. Mandatory overtime shall be assigned in accordance with Article 30.

Note: The City may attempt to fill vacancies, light duty assignments, or other absences that are anticipated to exceed one month in duration with the re-assignment of personnel to another shift, the assignment of personnel to a floater shift (in compliance with Article 15), or with one or more temporary/provisional firefighters. Temporary/Provisional firefighters employed under these terms shall not be subject to the requirements of civil service recruitment, and shall be eligible to receive compensation and working conditions equivalent to those provided in this Collective Bargaining Agreement. Persons filling said temporary positions shall not be deemed permanent or full time employees of the city. Appointment to a temporary / provisional firefighter position shall not exceed six (6) months without approval from the Union.

**Section 5. Vacation Leave Schedule**

Accrual and compensation rates for an employee assigned to Day-Shift shall adjust on their first Day Shift worked. Accrual and compensation rates will adjust to the 24-Hour Shift on their first 24-Hour Shift worked. However, a temporary shift change of less than 30 days will not result in an accrual rate change.

Vacation accrual will be calculated on a monthly basis beginning with an employee's first day of employment. Vacation is not considered accrued until the end of the last day of each month in which it is earned.

**Day Shift (2080 annual hour employees):**

Length of Services (years)	Hours Accrued Per Year		Length of Service (years)	Hours Accrued Per Year
1	80		9	144
2	88		10	152
3	96		11	160
4	104		12	168
5	112		13	176
6	120		14	184
7	128		15	192
8	136		16+	200

**24 Hour Shift Employees:**

Year 1 thru 4 = 10 hours/mo. 120 hours per year  
Years 5 thru 9 = 14 hours/mo. 168 hours per year  
Years 10 thru 14 = 17 hours/mo. 204 hours per year  
Years 15 thru 19 = 20 hours/mo. 240 hours per year  
Years 20 thru 24 = 22 hours/mo. 264 hours per year  
Years 25+ = 24 hours/mo. 288 hours per year

## ARTICLE 18 - SICK LEAVE AND LIGHT DUTY

**Section 1.** Sick leave provides eligible regular full-time employees with a measure of financial protection by allowing time off as a form of income protection and may be used in accordance with applicable State and Federal law.

Cumulative sick leave with pay shall accrue to each employee at the rate of fourteen (14) hours per month (24-hour employees) or eight (8) hours per month (day shift employees) and shall continue to accumulate while on any type of paid leave. The maximum amount accrual for sick leave shall be 1,440 hours. At the conclusion of the calendar year, any accrued unused sick leave over 1,440 hours shall be cashed out on the last pay period in December at the rate of 25% for each hour worked at the employee's current hourly rate.

A new employee shall be front-loaded forty eight (48) hours of sick leave at the beginning of employment. This sick leave may be utilized during their first year of service. Throughout the course of the new hires' first year, they will accrue sick leave equaling 168 hours in total (including the initial 48 hours). In the event that an employee separates from service with the City prior to the completion of their first year, the employee's actual sick time accrued will be calculated using the number of complete month's employed with the City. In the event that there is a deficit based on this calculation, the City will deduct this amount from the employee's final paycheck.

### **Section 2.**

- a. Sick leave may be used for the following reasons - The employees' own illness, injury, or health condition; to accommodate the need for medical diagnosis, to care or treatment of health condition; or preventative medical care.
- b. The employee's care for a family member with illness, injury, or health condition; care for a family member who needs medical diagnosis, care or treatment; or care for a family member who needs preventative medical care. Family member is defined as an employees' child (whether biological, adoptive, de facto, step-parent, and regardless of age or dependency status); parent (whether biological, adoptive, de facto, step-parent, legal guardian, or a person who stood in loco parentis to the employee when the employee was a child); spouse or registered domestic partner, grandparent, grandchild, or sibling.
- c. An absence due to closure of the employee's workplace by order of a public official for any health-related reason, or where an employee's child or daycare is closed for such a reason.
- d. Absences covered by the Domestic Violence/Sexual Assault/Stalking leave law.

**Section 3.** A Doctor's certificate may be required at the City's discretion for any sick leave in excess of three (3) consecutive work days.

**Section 4.** When taking sick leave, the employee must notify the Fire Chief, or in their absence, the Fire Chief's designee, as soon as reasonably prudent. Failure to do so may result in the denial of sick pay.

**Section 5.** When LEOFF II employees have used their maximum earned sick leave entitlement, they may use earned vacation or compensatory time.

**Section 6.** All employees who become injured or sick and are unable to perform their normal duties with the City shall strive to return to work for the City as soon as possible. The employee shall, if the employee's physician determines that the employee is not capable of returning to the employee's normal duties and where the City determines there is meaningful work, shall request that the employee's physician evaluate the employee for a "light-duty" assignment such as, but not limited to, fire department clerical duties or maintenance duties that will not aggravate or otherwise delay the employee's physical ability to return to the employee's normal duties. The City reserves the right, at its own expense, to have the employee examined by a City-approved physician. The employee's salary while on light-duty shall be at the employee's straight-time rate of pay. During the light-duty schedule, employees shall continue to accrue leave.

- a) Light-duty is to be performed during normal administration hours. Schedules shall be adjusted on the mutual agreement of the Fire Chief, or Fire Chief's designee, and the affected employee.
- b) Light-duty assignments may be allowed at the discretion of the Fire Chief in consultation with the Mayor. The position of light-duty will be authorized in thirty (30) day increments by the Fire Chief or designee with the Mayor's final approval, provided that there are sufficient and compatible non-combat duties to be performed. The light-duty assignment shall be evaluated at the end of each thirty (30) day period.
- c) Accrual rates for an employee who is assigned to a light-duty assignment shall adjust to "Day Shift" rates immediately upon light-duty assignment. At the completion of the light-duty assignment, accrual rates will adjust to "24 Hour Shift" rates on the first twenty-four (24) hour shift worked after light-duty assignment expires.

**Section 7.** If an employee is on duty and is exposed to some form of illness/virus that causes a recommendation from an agency that has authority to make such recommendation to be quarantined, the City will consider placing the employee on paid administrative leave during any work shifts missed due to the quarantine. If the employee becomes ill or symptomatic, the employee will begin to use sick leave or other accrued leave as appropriate.

**Section 8.** Sick Leave Payout at Death. At death, sick leave will be paid out at 100%.

## ARTICLE 19 – RETURN TO DUTY

**Section 1.** Return to Duty from Layoff. In the event of a call of return to duty, the last employee laid-off shall be the first employee recalled. New employees shall not be hired until all laid-off employees have been given an opportunity to return to duty. Should the City be unable to contact an employee for return to duty, that employee will be considered to be terminated from employment within the City.

- a. Employees rehired after a layoff in excess of six (6) months will be required to pass a medical physical, background check, drug screening, review of their driving record, and CPAT provided by the City. These rehired employees will have a six (6) month Probation Period.
- b. The cost of the medical physical, background check, and drug screen shall be paid by the City.
- c. Employees returning from layoff who fail the return to work medical physical, background check, do not have a valid CPAT, or who have incurred a driving offense that precludes compliance with the City's policy and insurance requirement, may not qualify for full-time employment and therefore shall be considered terminated.

### **Section 2–** Return from Extended Sick Leave, Light Duty, or Disability Leave

- a. Prior to returning from sick or disability leave, the Fire Chief shall require certification of fitness for duty from the employee's treating physician. Employees returning to work from an extended leave (sick, LWP, sabbatical, FMLA, or other protected leave) in excess of six (6) months will also be required to pass a CPAT provided by the City.
- b. The City, at their expense, may refer the employee to another physician of the City's choosing for evaluation of fitness return to duty. Such physical examination by the City's physician shall be limited to the employee's fitness for duty.
- c. In the event the physicians' opinions differ, the physician appointed by the City will document the basis for the difference of opinion, and if applicable, recommend a plan for the employee's return to work.

**Section 3 –** Rehires. Employees rehired after leaving in good standing will be required to pass all new employee screenings, have a valid CPAT completed within the last six (6) months provided by the employee, and will be subject to a six (6) month Probation Period.

**Section 4.** Employees may be unable to return to work due to a Federal, State, or other Local Government mandate imposed upon the City. Employees may also be unable to work due to a Federal, State, or other Local Government recommendation made to the City. In the latter case, affected employees may be placed on paid administrative leave by the Mayor.

## ARTICLE 20- BEREAVEMENT LEAVE

**Section 1.** Day Shift employees shall be allowed up to three (3) working days without loss of pay for death in their immediate family requiring their presence. Twenty four (24) hour employees shall be allowed up to two (2) consecutive twenty four (24) hour shifts.

Leave shall be granted upon approval of the Fire Chief or designee. Immediate family is defined as an employees' child (whether biological, adoptive, de facto, step-parent, and regardless of age or dependency status); parent (whether biological, adoptive, de facto, step-parent, legal guardian, or a person who stood in loco parentis to the employee when the employee was a child); spouse or registered domestic partner, grandparent, grandchild, in-laws, or sibling.

If the death in the immediate family occurs outside the State of Washington and the employee has made travel arrangements to leave the State to attend funeral services, day shift employees may be allowed, with the Fire Chief's approval, up to five (5) days without loss of pay, and twenty-four (24) hour employees, with the Fire Chief's approval, may be allowed up to three (3) twenty-four hour shifts off without loss of pay.

**Section 2.** The allowance for bereavement/funeral leave is separate from an employee's accrued sick leave.

## **ARTICLE 21 - UNIFORM ALLOWANCE**

**Section 1.** The City shall purchase all uniforms, coveralls, and firefighting clothing and safety equipment as designated by Fire Department Policy. Class A uniforms shall be purchased for members upon successful completion of any trial of probationary period as outlined in Article 12. The Fire Department shall make all necessary basic uniform replacements as the need arises, provided the replacement is not due to repeated negligence, abuse, or carelessness in which case the employee may be asked to incur the cost of replacement. The City shall maintain the existing Quartermaster system for the provision of uniforms and equipment for Fire Department staff.

**Section 2.** All firefighting/EMS clothing and safety equipment issued or paid for by the City shall remain the property of the City. Upon resignation or termination of the employee, the employee shall return all clothing, equipment, and keys to the City prior to departure from the department. Upon retirement, employees shall receive at no cost their issued badge and helmet shield.

## ARTICLE 22 – INSURANCE

**Section 1.** The City agrees to provide medical, dental, and vision coverage as defined in sections (a) (b) and (c) below:

(a) Health and Welfare:

The City agrees to provide health insurance coverage for union members as follows: Union members and their dependents per Section 2 are eligible to receive medical coverage under Association of Washington Cities Healthfirst Plan or equal.

(b) Vision:

Union members and their dependents will receive vision coverage through Association of Washington Cities "Vision Service Plan" or equal.

(c) Dental:

Union members and their dependents will receive dental coverage through Association of Washington Cities — Washington Dental Service "Plan A" or equal.

**Section 2.** Eligibility: The City will pay 90% of the medical premium for covered dependents (spouse and children.) The employee will pay the remaining 10%. The City agrees to pay the full cost for full family dental and vision benefits.

**Section 3.** The Union agrees that during the life of this Agreement they will not request any additional benefits, and the City agrees that during the life of this Agreement to maintain the present benefits of the above named plans. The employer retains the right to choose the insurance carrier(s) and agrees that the level of insurance benefits offered under the insurance plans outlined in this Article will not be lowered during the term of contract. Should state or federal legislation prohibit the ability of the employer to provide current levels of benefits, the employer agrees to provide no less than state or federal mandated level of benefits.

**Section 4.** This provision shall become effective on the first day of the month following execution of this Agreement.

Section 5. Employees are eligible to participate in the City of Burlington Dual Medical Insurance Incentive Program as specified in Resolution No. 12-2013.

Section 6. The City will pay the employer's portion of the Washington State Paid Family Medical Leave premium. Employees will pay the employee portion of the premium.

## ARTICLE 23 – LONGEVITY

Beginning on an employee's anniversary date of hire he/she shall receive longevity compensation as follows as a percentage of their Base Pay:

First Year = 0%

Year 2 thru Year 4 = 1%

Year 5 thru Year 7 = 2%

Year 8 thru Year 10 = 3%

Year 11 thru Year 15 = 3.5%

Year 16 thru Year 20 = 4%

Year 21 thru Year 24 = 4.5%

Year 25+ = 5%

## ARTICLE 24 - EDUCATION INCENTIVES AND TRAINING

**Section 1.** Educational incentive pay shall be paid to the City employees with bona fide college degrees from accredited educational institutions in subject areas related to job classifications on the following basis:

1. 1% of their Base Pay per month for a two year degree.
2. 3% of their Base Pay per month for a four year degree.

**Section 2.** Paramedic Certifications and Standards. Firefighter/Paramedics shall obtain and maintain during all periods of employment with the City a valid certification as a paramedic as required by Washington State Law. Firefighter/Paramedics must be trained in a program approved by the County Medical Director. Firefighter/Paramedics must maintain their certification according to State and County continuing education and recertification guidelines. All training that is required by the City off duty shall be in compliance with Article 30.

**Section 3.** Mandatory Training. Mandatory training shall be defined as:

- a. Any training that is mandated and approved by the Fire Chief.
- b. Training that is required to maintain certifications that are required as a condition of employment.

At the option of the Fire Chief, an employee's work schedule may be adjusted to reduce compensable hours to limit overtime. Backfill for mandatory training shall be provided by the City. Compensation shall be determined and approved prior to the employee attending the training. For calculating compensable hours, actual hours worked in the affected 24-hour work cycle shall be used and would include regular shift hours and actual time spent in class.

**Section 4.** Optional Training. Optional training shall be defined as:

- a. Training that is non-mandatory requested by the employee and approved by both the appropriate program manager and the Fire Chief. Such approval may be based on the overall Departmental needs, specific training value to the organization and may include such other limiting factors, including but not limited to, the triggering of overtime for shift coverage.

At the option of the Fire Chief, an employee's work schedule may be adjusted to reduce compensable hours to limit overtime. Backfill, if necessary, might be provided by the City. Compensation shall be determined and approved prior to the employee attending the training. For calculating compensable hours, actual hours worked in the affected 24-hour

work cycle shall be used and would include regular shift hours and time actually spent in class.

**Section 5. Voluntary Training.** Voluntary training shall be defined as:

- a. Training that is neither Mandatory nor Optional that is requested by the employee for personal professional enrichment purposes.

If, in the determination of the Fire Chief, there is voluntary training that directly benefits the Department, class fees might be paid by the City. All other training-related costs would be the responsibility of the employee. Voluntary training shall be completed on the employee's time off and is non-compensable including CBA-specified specialty pay resulting from training unless the certified achieved is deemed by the Fire Chief as necessary to the Department. Backfill, if necessary, shall be provided by the employee. Voluntary training shall be approved by the Fire Chief prior to attendance. Employees may, when approved by the Fire Chief, use Department equipment for the training. Employees shall be responsible for any equipment lost as a result of the training.

## ARTICLE 25 - SALARY & DEFERRED COMPENSATION

**Section 1.** Effective January 1, 2023, the base wage rate shall be increased by 4.0% and on July 1, 2023 the base wage rate shall be increased by 4.0%.

Effective January 1, 2023 Paramedics shall be paid 11% above the Firefighter/EMT.

Effective January 1, 2023 Lieutenants shall be paid 11% above the Firefighter/EMT. Probationary period Lieutenant's pay shall remain at 5% above the Firefighter/EMT

The Captain's pay shall remain 5% above the Lieutenant's pay (16%). Probationary period Captain's pay shall remain at 13% above the Firefighter/EMT.

**Section 2.** Effective January 1, 2024, the base wage rate shall be increased by a minimum of 2% and a maximum of 4% based on the June-to-June CPI-W for Seattle, Tacoma, Bellevue.

**Section 3.** Effective January 1, 2025, the base wage rate shall be increased by a minimum of 2% and a maximum of 4% based on the June-to-June CPI-W for Seattle, Tacoma, Bellevue.

**Section 4.** Deferred Compensation. The City shall provide a maximum of 6.2% of the Firefighter Base Wage Rate (BWR) per month in matching dollars within the City's Deferred Compensation Plan. An employee may choose to increase their portion of the contribution above the matching share of 6.2% of the (BWR). However, should the employee invest less than 6.2% of the (BWR) the city will only match the amount the employee contributes to the City's recognized Deferred Compensation Program. This Program is designed as an alternative to participating in Social Security.

**Section 5. Incentive Pay.** Effective January 1, 2023 the following Incentive Pay shall be paid:

**Lead Paramedic:** The Fire Chief shall assign to each shift one (1) Lead Paramedic (LP). The duties of the LP shall be, in addition to their regular duties, to complete various administrative duties as assigned on an on-going basis. Lead Paramedic incentive pay shall be 2% of Base Pay monthly.

**Paramedic Field Training Officer (FTO):** The Fire Chief shall also, on an as-needed basis, assign a Paramedic the duties of Field Training Officer (FTO). Paramedic's assigned FTO duties shall meet the required qualifications of the Burlington Fire Department's Field Training and Evaluation Program (FTEP). The FTO may or may not be the Lead Paramedic already assigned to the shift. FTOs shall receive specialty pay for the hours on shift they are assigned active FTO responsibilities until such time the member is signed off the Field Training Program. Paramedic students shall only be scheduled on shifts that have a FTO on duty. Field Training Officer incentive pay shall be 3% of Base Wage monthly.

**IV Tech:** A Firefighter/EMT who is endorsed as a Washington State Department of Health IV Tech shall receive a monthly incentive equal to 1% of their Base Wage.

**Driver/Operator.** Effective January 1, 2024, a Firefighter/EMT or Firefighter/Paramedic who meets the qualification requirements of the Burlington Fire Department’s Driver/Operator Program to drive and operate all Fire Department vehicles shall receive a monthly incentive payment of 1% of their Base Wage.

**2023**  
24 Hour Shift 1/1/23 to 6/31/23

<b>Firefighter - EMT</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		<b>(0 - 12 mo.)</b>	<b>(12 - 24 mo.)</b>	<b>(24 - 36 mo.)</b>	<b>(36 - 48 mo.)</b>	<b>(48+ mo.)</b>
	Hourly	\$28.4245	\$30.2011	\$31.9776	\$33.7541	\$35.5307
	Period	\$3,020.11	\$3,208.86	\$3,397.62	\$3,586.38	\$3,775.13
	Monthly	\$6,040.21	\$6,417.73	\$6,795.24	\$7,172.75	\$7,550.26
	Annual	\$72,482.54	\$77,012.70	\$81,542.86	\$86,073.02	\$90,603.18

<b>Paramedic - Firefighter</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		<b>(0 - 12 mo.)</b>	<b>(12 - 24 mo.)</b>	<b>(24 - 36 mo.)</b>	<b>(36 - 48 mo.)</b>	<b>(48+ mo.)</b>
	Hourly	\$31.5512	\$33.5232	\$35.4951	\$37.4671	\$39.4390
	Period	\$3,352.32	\$3,561.84	\$3,771.36	\$3,980.88	\$4,190.40
	Monthly	\$6,704.64	\$7,123.67	\$7,542.71	\$7,961.75	\$8,380.79
	Annual	\$80,455.62	\$85,484.10	\$90,512.58	\$95,541.05	\$100,569.53

<b>Lieutenant</b>		<b>Probationary Period</b>	<b>STEP 2</b>			
		<b>(0 - 6 mo.)</b>	<b>(7+ mo.)</b>			
	Hourly	\$37.3072	\$39.4390			
	Period	\$3,963.89	\$4,190.40			
	Monthly	\$7,927.78	\$8,380.79			
	Annual	\$95,133.34	\$100,569.53			

<b>Captain</b>		<b>Probationary Period</b>	<b>STEP 2</b>			
		<b>(0 - 6 mo.)</b>	<b>(7+ mo.)</b>			
	Hourly	\$40.1496	\$41.2156			
	Period	\$4,265.90	\$4,379.15			
	Monthly	\$8,531.80	\$8,758.31			
	Annual	\$102,381.59	\$105,099.69			

**2023**

24 Hour Shift – 7/1/23 to 12/31/23

<b>Firefighter - EMT</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		<b>(0 - 12 mo.)</b>	<b>(12 - 24 mo.)</b>	<b>(24 - 36 mo.)</b>	<b>(36 - 48 mo.)</b>	<b>(48+ mo.)</b>
	Hourly	\$29.5615	\$31.4091	\$33.2567	\$35.1043	\$36.9519
	Period	\$3,140.91	\$3,337.22	\$3,533.52	\$3,729.83	\$3,926.14
	Monthly	\$6,281.82	\$6,674.43	\$7,067.05	\$7,459.66	\$7,852.28
	Annual	\$75,381.85	\$80,093.21	\$84,804.58	\$89,515.94	\$94,227.31

<b>Paramedic - Firefighter</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		<b>(0 - 12 mo.)</b>	<b>(12 - 24 mo.)</b>	<b>(24 - 36 mo.)</b>	<b>(36 - 48 mo.)</b>	<b>(48+ mo.)</b>
	Hourly	\$32.8133	\$34.8641	\$36.9149	\$38.9658	\$41.0166
	Period	\$3,486.41	\$3,704.31	\$3,922.21	\$4,140.11	\$4,358.01
	Monthly	\$6,972.82	\$7,408.62	\$7,844.42	\$8,280.22	\$8,716.03
	Annual	\$83,673.85	\$88,903.46	\$94,133.08	\$99,362.69	\$104,592.31

<b>Lieutenant</b>		<b>Probationary Period</b>	<b>STEP 2</b>			
		<b>(0 - 6 mo.)</b>	<b>(7+ mo.)</b>			
	Hourly	\$38.7995	\$41.0166			
	Period	\$4,122.44	\$4,358.01			
	Monthly	\$8,244.89	\$8,716.03			
	Annual	\$98,938.67	\$104,592.31			

<b>Captain</b>		<b>Probationary Period</b>	<b>STEP 2</b>			
		<b>(0 - 6 mo.)</b>	<b>(7+ mo.)</b>			
	Hourly	\$41.7556	\$42.8642			
	Period	\$4,436.54	\$4,554.32			
	Monthly	\$8,873.07	\$9,108.64			
	Annual	\$106,476.86	\$109,303.68			

**2024**  
24 Hour Shift

<b>Firefighter - EMT</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		<b>(0 - 12 mo.)</b>	<b>(12 - 24 mo.)</b>	<b>(24 - 36 mo.)</b>	<b>(36 - 48 mo.)</b>	<b>(48+ mo.)</b>
	Hourly	\$30.7440	\$32.6655	\$34.5870	\$36.5085	\$38.4300
	Period	\$3,266.55	\$3,470.71	\$3,674.86	\$3,879.02	\$4,083.18
	Monthly	\$6,533.09	\$6,941.41	\$7,349.73	\$7,758.05	\$8,166.37
	Annual	\$78,397.12	\$83,296.94	\$88,196.76	\$93,096.58	\$97,996.40

<b>Paramedic - Firefighter</b>		<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
		<b>(0 - 12 mo.)</b>	<b>(12 - 24 mo.)</b>	<b>(24 - 36 mo.)</b>	<b>(36 - 48 mo.)</b>	<b>(48+ mo.)</b>
	Hourly	\$34.1258	\$36.2587	\$38.3915	\$40.5244	\$42.6573
	Period	\$3,625.87	\$3,852.48	\$4,079.10	\$4,305.72	\$4,532.33
	Monthly	\$7,251.73	\$7,704.97	\$8,158.20	\$8,611.43	\$9,064.67
	Annual	\$87,020.80	\$92,459.60	\$97,898.40	\$103,337.20	\$108,776.00

<b>Lieutenant</b>		<b>Probationary Period</b>	<b>STEP 2</b>			
		<b>(0 - 6 mo.)</b>	<b>(7+ mo.)</b>			
	Hourly	\$40.3515	\$42.6573			
	Period	\$4,287.34	\$4,532.33			
	Monthly	\$8,574.68	\$9,064.67			
	Annual	\$102,896.22	\$108,776.00			

<b>Captain</b>		<b>Probationary Period</b>	<b>STEP 2</b>			
		<b>(0 - 6 mo.)</b>	<b>(7+ mo.)</b>			
	Hourly	\$43.4259	\$44.5788			
	Period	\$4,614.00	\$4,736.49			
	Monthly	\$9,227.99	\$9,472.99			
	Annual	\$110,735.93	\$113,675.82			

## **ARTICLE 26 – DURATION**

**Section 1.** The provisions of this Agreement shall be effective as of the 1<sup>st</sup> day of January, 2023 and shall remain in force and effect until December 31, 2025. In the event that a new contract has not been signed after the termination of this Agreement, the City and the Union do hereby agree to abide by this Agreement until a new working agreement is finalized.

**Section 2.** All matters not specifically covered by this Agreement shall refer to the City of Burlington Personnel and Policy Manual for actions that pertain to the specific matter. It is agreed that this document contains the full and complete Agreement on all issues that are bargained between the parties hereto and for all whose benefit this Agreement is made and neither party shall be required during the term of the Agreement to negotiate or bargain upon any issue.

## **ARTICLE 27 - SAVINGS CLAUSE**

Should any provision(s) of this Agreement or the application of such provision(s) be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining portions of the Agreement shall remain in full force and effect. The parties agree to reopen and bargain the Article(s) or portions thereof invalidated by such action or circumstance.

## **ARTICLE 28 – NOTICES**

Any notices to be sent to the City shall be sent to the following address:

Mayor  
City of Burlington  
833 South Spruce Street  
Burlington, WA 98233

With a copy to:

Fire Chief  
City of Burlington  
833 South Spruce Street  
Burlington, WA 98233

Any notices to be sent to the Union shall be sent to the following address:

IAFF Local #4111  
C/O President James R. Lyons  
350 Sharon Avenue  
Burlington WA 98233

## **ARTICLE 29 - WAIVER/MODIFICATION**

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or conditions of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

## ARTICLE 30 - OVERTIME AND CALL BACK

**Section 1.** Hours beyond normally scheduled shifts may not be worked unless approved by the Chief or the Chief's designee unless an emergency exists which requires immediate response by the Firefighter and constitutes a shift extension.

**Section 2.** A firefighter is required to seek approval by the Chief or the Chief's designee to work overtime hours beyond their regularly scheduled hours of work. Overtime hours shall be compensated in accordance with the Fair Labor Standards Act (FLSA) except as defined in Section 5 of this article (non-mandatory training). Such hours shall be rounded up or down to the nearest half hour and documented as such on the firefighter's time sheet. Annual hours for the purpose of calculating overtime rates shall be as follows:

For those Day Shift employees working a forty (40) hour week, 2080 hours shall be used. For those twenty-four (24) hour employees assigned to work the 48/96 shift the annual hours in Article 15 shall be used.

**Section 3.** Overtime shall be compensated in pay or at the employee's option as compensatory time off. Compensatory time off can be accrued up to 48 hours per calendar year but must be used within the same calendar year. Unused compensatory time shall be paid out at a regular wage upon the employee's request. Any accrued compensatory time off hours not used by the end of the calendar year shall be paid out at regular wage. Compensatory time requests will be scheduled at the discretion of the Fire Chief or their designee and will not be unreasonably withheld.

**Section 4.** The City shall maintain three (3) sets of non-seniority rotational lists, which will be used when determining the allocation of overtime. The "Minor OT" list will be used for vacancies with a duration of twelve (12) hours or fewer. The "Major OT" list will be used for vacancies with a duration of greater than twelve (12) hours, and the "Mandatory OT" list will be used for vacancies where no qualified employee voluntarily accepts overtime or when the vacancy causes staffing to fall below the minimum staffing levels.

All overtime, regardless of classification, shall first be offered to the classification within said vacancy using the department's staffing software program, starting with the first person on the list within the vacancy's classification then continuing in descending order until the vacancy is filled.

**Section 5.** Call back overtime shall be a minimum of two (2) hours, commencing when the Firefighter reports to duty, and shall be compensated at the rate of one and one-half (1 1/2) times his or her base hourly rate. Firefighters will not be allowed to work more than 72 hours consecutively. A Firefighter held over past the end of his or her shift (i.e., on a call) will be compensated at one and one-half (1 1/2) times his or her hourly base rate. The two hour minimum call back will not apply to holdovers.

**Section 6.** The Union shall maintain a monthly calendar that ensures a Firefighter/EMT, Fire Officer or Acting Officer, and Firefighter/Paramedic are available for a mandatory shift assignment each day. Mandatory overtime shall be assigned if overtime shifts are unable to be filled using the procedure in Section 4. Before mandating a Firefighter/EMT to work overtime, Firefighter/Paramedics will be offered the overtime opportunity.

**Section 7.** A Firefighter who is required by the Employer to attend training off-duty shall be compensated at the rate of one and one-half (1 1/2) times his or her base hourly rate, provided that to avoid unnecessary overtime, employees may be assigned to a temporary shift reasonably coinciding with the particular training opportunity, as long as the temporary shift does not require an additional number of actual weekly straight time hours above those normally scheduled.

A Firefighter will be paid straight time for attending pre-approved "non-mandatory" trainings or events while off duty (not the employee's regular shift) up to 182 hours per 24 day cycle. Upon the employee reaching 182 hours in the 24 day; cycle the overtime rate will be paid.

A firefighter may voluntarily attend training and conferences that are not part of the annual training plan with the approval of the Fire Chief.

**Section 8.** A Firefighter required by subpoena to appear in court as a result of duties performed in the course of employment with the Employer shall be compensated at the overtime rate, if the court appearance cannot with reasonable diligence be scheduled during the employee's on-duty hours. The Firefighter shall remit to the Employer any witness fee or other compensation received as a result of the court appearance.

**Section 9.** If the Employer elects to, or anticipates the need to, send crews on a state mobilization, the Chief shall make the decision of who shall be sent to the requested location. Because of the uncertain nature of state mobilizations, compensation will only be received in the event that the member is called in and actually reports for a mobilization. All mobilizations will be voluntary and preapproved by the fire Chief or designee. Work hours and compensation for mobilizations shall be paid and based on actual hours worked as evidenced by State mobilization timesheets.

## **ARTICLE 31 – WORKING OUT OF CLASSIFICATION**

“Section 1. When a shift is without an Officer, a member on that shift, if qualified, shall be assigned the duties of Acting Officer by the Fire Chief or designee. Selection of the Acting Officer shall be in compliance with Section 2 in this Article and compensation shall be in accordance with Section 4 of this Article.

Section 2. In the determination of Acting Officer assignment, the Fire Chief shall have sole discretion in the selection and personnel who are ranked on the most recent Civil Service promotional list for Company Officer shall be considered by the Chief. Should no ranked Firefighter be working on the affected shift, the senior Firefighter meeting the minimum service requirements and training for the position of Acting Officer, as determined by the Fire Chief, shall be selected.

Section 3. In the event an additional fire suppression unit is placed in service, it shall be staffed with a minimum of two (2) bargaining unit personnel. One of the positions shall be filled by a Company Officer or bargaining unit member, who is qualified to work out of class. The other position shall be filled by a bargaining unit member who is qualified on that apparatus as a driver operator. The employee performing the duties of Acting Officer of the additional fire suppression unit shall receive acting pay as outlined in Section 4 of this Article.

Section 4. Any Firefighter working as an acting Officer shall be compensated in hourly increments 10% above his/her current base wage for the duration of such temporary appointment, provided the temporary assignment has an actual duration of four (4) hours or more.”

## **ARTICLE 32 – LABOR MANAGEMENT COMMITTEE**

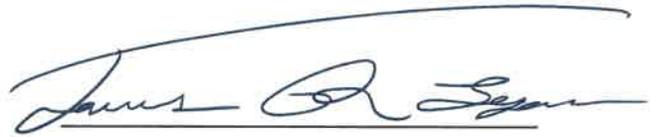
**Section 1. Committee Established:** The City of Burlington IAFF 4111 Labor/Management Committee is hereby established to provide a forum for the Union and the City to discuss and resolve issues on an ongoing basis. The Committee shall meet monthly to discuss all matters of mutual concern unless cancellation is mutually agreed to by both parties. The City Administrator or their designee shall attend meetings upon request of one or more parties and no less frequently than once per calendar quarter. The Committee shall have the authority to make recommendations to the Union and to the City regarding matters pertaining to this Agreement and other pertinent personnel matters.

**Section 2. Composition and Purpose:** The Committee shall consist of no more than three representatives of the Union, selected by the Union, and no more than three representatives of the City, selected by the Mayor. The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and issues that may have a significant impact on operations, wages, hours, working conditions, and fitness and wellness. The Committee may establish procedures for conduct and recording of Committee business by consensus of the members.

Signed this 19<sup>th</sup> day of December , 2023.



Steve Sexton  
Mayor, City of Burlington



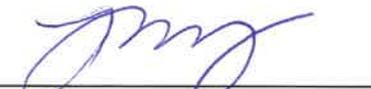
James R. Lyons, President  
Burlington Firefighters, International  
Association of Firefighters Local #4111

ATTEST:



Joe Stewart, Finance Director

APPROVED AS TO FORM:



Leif Johnson, City Attorney

**CITY OF BURLINGTON**  
**Non-Exempt Employees**  
**Local #4111**  
**International Association of Firefighters**  
**2025**

24 Hour Shift  
*Hourly wage based on 2,550 hours/year*

CLASSIFICATION

**2025 COLA = 3.6%**

Firefighter - EMT	Hourly Period Monthly Annual	STEP 1 (0 - 12 mo.)	STEP 2 (12 - 24 mo.)	STEP 3 (24 - 36 mo.)	STEP 4 (36 - 48 mo.)	STEP 5 (48+ mo.)
		\$31.8508	\$33.8414	\$35.8321	\$37.8228	\$39.8134
\$3,384.14	\$3,595.65	\$3,807.16	\$4,018.67	\$4,230.18		
\$6,768.28	\$7,191.30	\$7,614.32	\$8,037.34	\$8,460.36		
\$81,219.42	\$86,295.63	\$91,371.84	\$96,448.06	\$101,524.27		

Paramedic - Firefighter	Hourly Period Monthly Annual	STEP 1 (0 - 12 mo.)	STEP 2 (12 - 24 mo.)	STEP 3 (24 - 36 mo.)	STEP 4 (36 - 48 mo.)	STEP 5 (48+ mo.)
		\$35.3543	\$37.5640	\$39.7736	\$41.9833	\$44.1929
\$3,756.40	\$3,991.17	\$4,225.95	\$4,460.72	\$4,695.50		
\$7,512.80	\$7,982.35	\$8,451.90	\$8,921.45	\$9,390.99		
\$90,153.55	\$95,788.15	\$101,422.74	\$107,057.34	\$112,691.94		

Lieutenant	Hourly Period Monthly Annual	Probationary Period (0 - 6 mo.)	STEP 2 (7+ mo.)			
		\$41.8041	\$44.1929			
\$4,441.69	\$4,695.50					
\$8,883.37	\$9,390.99					
\$106,600.48	\$112,691.94					

Captain	Hourly Period Monthly Annual	Probationary Period (0 - 6 mo.)	STEP 2 (7+ mo.)			
		\$44.9892	\$46.1836			
\$4,780.10	\$4,907.01					
\$9,560.20	\$9,814.01					
\$114,722.42	\$117,768.15					

**Deferred Compensation Match - 6.2% of Firefighter - EMT Step 5      \$      262.27 per period**

<i>Hourly Factor:</i>	<i>2550</i>
<i>Increase Factor:</i>	<i>3.60%</i>
<i>Base Factor:</i>	<i>\$97,996.40</i>

Rate Above FF			
Paramedic FF		0.11	
Lieutenant	Step 1		Step 2
		0.05	0.11
Captian		0.13	0.16