

MEMORANDUM OF UNDERSTANDING
by and between
PORT OF SEATTLE
And
INTERNATIONAL ASSOCIATION OF FIRE FIGHTRS
LOCAL UNION #1257

Re: Wildland Fire Mobilization

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the Port of Seattle, Washington ("Port") and the International Association of Fire Fighters, Local 1257 ("Union"), collectively referred to as "the Parties".

WHEREAS, the Parties ratified a Collective Bargaining Agreement (CBA) expiring on December 31, 2027.

WHEREAS, the Parties current CBA does not address wildland fire mobilization.

WHEREAS, there have been changes in the State, Federal and Department of Natural Resources (DNR) Mobilization.

WHEREAS, it is anticipated that there will be an increase in the need for emergency response to wildfires.

NOW THEREFORE, the Parties agree as follows:

1. Management Rights for Deployment
 - a. The Port of Seattle Fire Department's participation in Federal, State and DNR mobilizations shall be at the sole discretion of the Fire Chief or their designee.
2. Eligibility for Deployment
 - a. To be eligible for deployment an employee must be a member of the Port of Seattle Fire Department and maintain a current wild-land (Red card) certification as identified in the Federal, State and DNR Mobilization requests.
3. Staffing for Deployments
 - a. The minimum staffing and apparatus type (type 1) deployed shall meet the criteria of the requesting agency or jurisdiction and shall be comprised of 4 Port of Seattle Firefighters (1 Captain or Acting Captain, 1 Certified Driver and 2 Firefighters), if available. If unable to fill all four seats with red card certified Port of Seattle Firefighters, remaining spots may be filled with certified Firefighters from other zone 3 departments. Port of Seattle Firefighters may also be assigned to be "seat fillers" on other zone 3 deploying apparatus if needed. The maximum deployment length shall be no more than fourteen (14) days.
4. Selection for Deployment

- a. Deployment under this MOU shall be limited to employees who satisfy the qualifications of the requesting agency and volunteer for the deployment. In addition, those employees who meet the qualifications of the assignment must be signed up in Telestaff on the wildland call-back list. At no point will wildland deployment become mandatory for any employee.
5. Employee Compensation for Deployments
 - a. For out-of-zone 3 resource mobilizations, participating employees will be compensated at the rate of one and one-half times the employees' regular rate of pay, including travel time to and from the event, and while actively employed at the event for 16 hours per 24-hour day. During periods of rest, up to a maximum of 8 hours per 24-hour day, employees shall not be compensated. An employee will be compensated at their normal hourly rate for the 24-hour days that fall on that employee's normally scheduled duty shift of 24 hours on duty.
6. Injury, Illness, Family Emergency During Deployment
 - a. During the time of deployment, all employees shall be covered by any and all applicable benefits, as would normally occur if the employee was working within their normal assignment.
 - b. During the time of deployment, if an employee has a Family Emergency, the employer will make all arrangements to return the employee back from where they are deployed to the Port of Seattle station #1. The employer will also make the arrangements to deploy a replacement employee to complete the assignment, in compliance with sections 3 and section 4 of this agreement.
7. Holiday Pay for Day Staff During Deployment
 - a. If an employee is assigned to days and is deployed during a holiday that employee will receive their normal eight (8) or ten (10) hours holiday pay, day shift firefighters who work on the holiday will also receive time and one-half for hours worked in accordance with Section 20.2 of the collective bargaining agreement that ends on December 31, 2027, and the corresponding section of any successor agreement.
8. Debit Day During Deployment
 - a. If an employee has a debit day or debit day off during deployment, the debit day will be reflected and a normal day worked. The employee's pay will be reflected as such. In the instance the employee has a debit day off, the employee will not receive an additional debit day and will not be paid overtime for the scheduled debit day off.
9. Trades During Deployment
 - a. If an employee has a trade to pay back during a deployment, the employer will cover the shift in a manner consistent with the overtime policy and that employee will owe the department those hours back within 6 months of returning from their deployment.
 - b. If the employee has a trade paid forward during deployment the employer will cover the shift in a manner consistent with the overtime policy and that employee will be paid straight time for that workday.
10. Rest Period After Mobilization
 - a. Personnel on mobilization under this MOU will be allowed a rest period prior to returning to their scheduled shift. Those who have been deployed for greater than

seventy-two (72) hours and up to one hundred sixty-eight (168) hours shall be granted a rest period of one (1) normal shift (24 hours) the day immediately after their return from mobilization. Those deployed more than one hundred sixty-eight (168) hours shall be granted a rest period of two (2) normal shifts (48 hours) to be observed the two (2) days immediately after their return from mobilization. An Employee shall not be eligible for overtime during their rest period.

11. Equipment and Training

- a. The employer shall provide tools/equipment and PPE necessary for deployment in accordance with WAC 296-305
- b. The employer shall provide all necessary training for wildland firefighting in accordance with NWCG courses and WAC 296-305
- c. Likewise, employees shall be proficient with such tools/equipment and complete the necessary training defined by the Port of Seattle Wildland training program prior to any deployment.
- d. The employer shall provide food and shelter while employees are actively deployed.

12. This Memorandum of Understanding is written exclusively for the purpose of outlining the agreement between the parties for deployment of personnel responding to Federal, State, or DNR mobilizations. Unless otherwise agreed, this agreement will expire on December 31, 2028, or when a successor agreement has been reached, whichever is first.

13. This constitutes the entire agreement between the parties regarding the subject matter herein and all parties acknowledge that there are no side agreements, written, oral, or otherwise. No modification to this Agreement is valid unless in writing and signed by the parties.

14. The venue for any action to enforce this Agreement shall be through the grievance process provided in the applicable collective bargaining agreement between the Port and the Union.

15. This Agreement is effective when signed by both parties.

Stephen P. Metruck, Executive Director
Port of Seattle

Date

Joseph Pierotti, Union President
IAFF Local #1257

Date