

CITY OF SEATTLE

ORDINANCE 126382

COUNCIL BILL 120107

AN ORDINANCE relating to City employment; authorizing the execution of a collective bargaining agreement between The City of Seattle and the Seattle Fire Chiefs Association, IAFF, Local 2898, to be effective January 1, 2019, to December 31, 2021; and amending Ordinance 126237, which adopted the 2021 Budget, by increasing appropriations to the Seattle Fire Department for providing the 2019, 2020, and 2021 payments therefor; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

WHEREAS, a collective bargaining agreement between The City of Seattle (“City”) and the Seattle Fire Chiefs Association, IAFF, Local 2898 expired on December 31, 2018; and

WHEREAS, employees represented by the Seattle Fire Chiefs Association, IAFF, Local 2898 continued to work after December 31, 2018, on condition that the subject of their wages continued to be negotiated during collective bargaining; and

WHEREAS, collective bargaining has led to an agreement concerning wages, benefits, and other conditions of employment between the City and the Seattle Fire Chiefs Association, IAFF, Local 2898; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Seattle Human Resources Director and recommended by the Mayor, the Mayor is authorized on behalf of The City of Seattle to execute a collective bargaining agreement with the Seattle Fire Chiefs Association, IAFF, Local 2898, effective January 1, 2019, through December 31, 2021, substantially in the form attached to this ordinance as Attachment 1 and identified as “Agreement by and between The City of Seattle and Seattle Fire Chiefs Association, IAFF, Local 2898, AFL-CIO-CLC.”

1 Section 2. In order to pay for necessary costs and expenses incurred or to be incurred in
2 2021, but for which insufficient appropriations were made due to causes that could not
3 reasonably have been foreseen at the time of the making of the 2021 Budget, appropriations for
4 the following items in the 2021 Budget are increased from the funds shown, as follows:

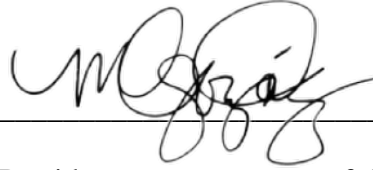
Item	Fund	Department	Budget Summary Level/ BCL Code	Amount
2.1	General Fund	Seattle Fire Department	Leadership and Administration (00100-BO-FD-F1000)	\$75,753
2.2	General Fund	Seattle Fire Department	Operations (00100-BO-FD-F3000)	\$2,348,331
2.3	General Fund	Seattle Fire Department	Fire Prevention (00100-BO-FD-F5000)	\$75,753
Total				\$2,499,837

5 Section 3. Any act consistent with the authority of this ordinance taken prior to its
6 effective date is ratified and confirmed.

7 Section 4. This ordinance shall take effect and be in force 30 days after its approval by
8 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
9 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

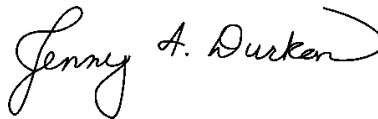
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1 Passed by a 3/4 vote of all the members of the City Council the 28th day of
2 June, 2021, and signed by me in open session in authentication of its
3 passage this 28th day of June, 2021.

4 

5 President _____ of the City Council

6 Approved / returned unsigned / vetoed this 6th day of July, 2021.

7 

8 Jenny A. Durkan, Mayor

9 Filed by me this 6th day of July, 2021.

10 

11 Monica Martinez Simmons, City Clerk

12 (Seal)

13 Attachments:

14 Attachment 1 - Agreement by and between The City of Seattle and Seattle Fire Chiefs
15 Association, IAFF, Local 2898, AFL-CIO-CLC
16
17

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

SEATTLE FIRE CHIEFS ASSOCIATION, IAFF, LOCAL 2898

AFL - CIO - CLC

Effective January 1, 2019 through December 31, 2021

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AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

SEATTLE FIRE CHIEFS ASSOCIATION, IAFF, LOCAL NO. 2898

AFL - CIO - CLC

PREAMBLE

The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the "City" or the "Employer" and the Seattle Fire Chiefs Association, I.A.F.F., Local Union No. 2898, hereinafter referred to as the "Union," governing wages, hours, and working conditions as described herein.

The City and the Union agree that the purpose of this Agreement is to provide for fair and reasonable compensation and working conditions for employees of the City as enumerated in this Agreement and to provide for the efficient and uninterrupted performance of municipal functions. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

- 1.1 The City hereby recognizes the Union as the exclusive bargaining representative of the bargaining unit of all supervisory uniformed personnel of the Fire Department holding the rank of Battalion Chief and Deputy Chief.

ARTICLE 2 - UNION ENGAGEMENT

- 2.1 The City and the Union will administer the provisions of this Article with regard to dues deduction and membership of employees in accord with their respective obligations under the law.
- 2.1.1 Any disputes concerning the amount of dues or fees and/or the responsibility of the Union to the employees covered by this Agreement shall not be subject to the grievance and arbitration procedures set forth in this Agreement.
- 2.2 Neither party shall discriminate against any employee or applicant for employment because of membership or non-membership in the Union. Provided however, that this clause shall not restrict the Union from providing internal Union-sponsored benefits to Union members only.
- 2.3 The City shall make deductions on a regular basis from an employee's pay for the regular Union dues or other obligation agreed between the employee and the Union; provided such employees shall authorize said deductions in writing on a form to be filed with the City. The City shall remit such deductions to the Union. The performance of this function is recognized as a service to the Union by the Employer.
- 2.4 The Union recognizes that it is the Union's exclusive responsibility to notify employees of their options regarding association and/or membership. The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for deducting dues from union members, including those that have communicated a desire to revoke a previous deduction authorization, along with all other issues related to the deduction of dues or fees.

considered to have been interrupted if the employee was absent from duty for any reason for a total of eight or more shifts.)

ARTICLE 4 - HOURS OF DUTY

- 4.1 The number of hours assigned duty per week for employees under this Agreement shall be continued in accordance with provisions as set forth in this Agreement. Nothing herein shall limit the City in exercising discretion in varying the hours of duty of any employee. Employees working an average work week of 45.7 hours shall work a base schedule of a twenty-four (24) hour shift. Employees assigned to other divisions shall work forty (40) hours per /week.
- 4.1.1 In exigent circumstances such as earthquake, flood, pandemic, natural or manmade disaster, or danger to life or property or work so urgently necessary that its nonperformance will cause serious loss or damage to the City, the department may redeploy staff and/or adjust work schedules for up to two weeks or as mutually agreed.
- 4.2 Employees in the Operations Division may work a maximum of two consecutive 24-hour shifts provided that such a work assignment does not affect the employees' ability to safely perform their duties on the job and that the employees have not worked another two consecutive 24-shifts earlier in that month.
- 4.3 Members working two consecutive shifts at their request are responsible for all issues regarding proper relief including compensation for a holdover member. The Department will assume responsibility for relief compensation when members are held over for emergencies or at the direction of the Department.
- 4.4 Members are responsible for monitoring their state of readiness. When a member's scheduled shift falls on the second consecutive shift and the member is not adequately rested to perform their duties, the member will inform their supervisor and request time off using accrued compensatory time, vacation, or sick leave.
- 4.5 Employees will have twenty-four (24) hours off duty before and after a change of schedule to or from Operations and Administrative schedules when participating in manipulative training or work or having travel time greater than four (4) hours. Employees will have at least twelve (12) hours off duty before and after a change of schedule when only participating in non-manipulative training or work or other deployments that mandate post-incident rehabilitation periods.
- 4.6 Operations Division Supervising Chiefs assigned to Deputy 1, Battalions 2, 4, 5, 6, 7, and the Safety Officer positions shall have their floating debit day cancelled without using a vacation day. The Fire Chief (or designee) shall name the Supervising Chiefs by the end of December of each year.

- 4.7 The City agrees to a Special Relief program for all employees covered by this Agreement. Early or Late Relief shall be permitted subject to approval by the Employer.
- 4.8 An employee shall be granted time off with pay on Volunteer Relief if a replacement from the Union is arranged to work in place of the employee, with the approval of the Fire Chief or his/her designee.
- 4.8.1 Requests and arrangements for Volunteer Relief shall be made by the Union at least one shift prior to the proposed time off whenever possible.
- 4.8.2 Volunteer Relief may be worked in twenty-four (24) hour and twelve (12) hour increments (0800 to 2000 shifts and 2000 to 0800 shifts).
- 4.9 Each employee working in the Operations Division shall be assigned a work number consisting of the employee's assigned platoon (A, B, C, D) and a number from 1 to 13. In addition to the employee's assigned platoon schedule, the employee is assigned to work on the days upon which the work number falls. These days shall be referred to as scheduled debit shifts.
- 4.9.1 Employees shall work, in addition to the regularly scheduled twenty-four (24) hour shifts, one (1) floating debit shift per year to result in an average 45.7-hour work week.
- 4.9.2 Employees in the Operations Division shall be scheduled to work 28 shifts excluding floating debit shifts per 104-day debit cycle. Usually this will be 26 days on the assigned shift and 2 debit days. If, due to a transfer, an employee is not scheduled to work 28 shifts during the cycle, the Department will assign additional shifts or provide time off so that the employee is scheduled for 28 shifts.
- 4.10 Employees may not accumulate more than 480 hours of compensatory time as a result of a merit trade. Employees with 480 hours or more of compensatory time who work a merit trade shall be paid straight time wages for hours worked. Employees with less than 480 hours of compensatory time who work a merit trade shall accrue compensatory time up to the 480-hour cap and shall be paid straight time wages for all hours worked above the 480-hour cap. The employee initiating the merit trade shall have the appropriate amount of compensatory time deducted from their total.

ARTICLE 5 - OVERTIME PAY

5.1 Work performed outside of the employee's regular scheduled shift(s) shall be compensated (pay or compensatory time) at the overtime rate of one and one-half (1 ½) times the employee's regular straight time hourly rate of pay for actual hours worked. All overtime work must be approved in advance by the employee's authorizing authority.

5.1.1 All overtime compensation shall be at the rate of time and one-half (1 1/2). Such overtime compensation shall be in the form of pay or employees may receive compensatory time at the overtime rate in lieu of overtime pay upon approval of the Chief of the Department up to a maximum of 480 hours of accumulated compensatory time. All overtime hours in excess of 480 shall be in the form of pay. Any employee who has accumulated more than 480 hours of compensatory time shall not accumulate any more, including by merit trade, as set forth above in Section 4.10. Any overtime earned after the Fair Labor Standards Act threshold of 212 hours in a twenty-eight (28) day work period shall be in the form of pay in all cases. The FLSA period shall begin on the first day of a pay period, with the beginning on June 14, 1995. The overtime rate of pay shall be determined from the applicable straight time hourly rate. Additionally, overtime worked pursuant to reimbursable activity shall be compensated at the overtime rate in the form of pay and shall not be taken as compensatory time.

5.2 Effective January 1, 2018, any Department work which commences less than four (4) hours before or after a shift will be considered shift extension time. Such shift extension time shall be paid at one and one-half (1 ½) times the employee's regular straight time hourly rate to the next even one (1) hour time period for the first hour and for the actual time worked thereafter. When such shift extension time is taken in compensatory time instead of pay, the employee shall be compensated at one and one-half (1 ½) times the regular straight time hourly rate to the next even one (1) hour time period for the first hour and rounded up to the nearest next half-hour for time worked thereafter.

5.2.1 Effective January 1, 2018, in the event that overtime is not an extension at the beginning or end of a normal shift, the minimum payment shall be four (4) hours at one and one-half (1 ½) times the employee's regular straight time hourly rate. Time worked in excess of the four (4) hour minimum shall be compensated for the actual time worked thereafter in accordance with Section 5.1. When time worked in excess of the four (4) hour minimum is taken in compensatory time instead of pay, the employee shall be compensated at one and one-half (1 ½) times the employee's regular straight time hourly rate rounded up to the nearest next half-hour for time worked thereafter. Except that effective upon ratification of this Agreement by both parties, employees who remotely or virtually attend required meetings off-shift shall

be compensated at one and one-half (1 ½) times the employee's regular straight time hourly rate for a minimum of 1-hour.

5.3 Vacancies occurring in the Battalion and Deputy Chief ranks in the Operations Division not covered by a member working a debit shift shall be filled by those Battalion/Deputy Chiefs in the bargaining unit who have volunteered for overtime assignments to ensure that there are seven chiefs assigned to each platoon consistent with the 2017 Memorandum of Agreement (MOA) concerning Battalion 2 and the 2021 Acting BC MOA.

5.3.1 Employees shall be hired for overtime from a voluntary overtime signup list. Overtime hiring procedures will be in accordance with the Settlement Agreement dated January 30, 2009. If vacancies cannot be filled in accordance with the Settlement Agreement dated January 30, 2009, the Department may fill such overtime positions as its policy and procedure may provide. Employees shall be scheduled and called for overtime work in such a manner as will, so far as practicable, rotate overtime work opportunities among employees covered by this Agreement. If more than one employee has signed up to work overtime, the member with the fewest previously worked overtime hours in the calendar year shall be hired.

5.3.2 The Department shall maintain two separate overtime hiring lists: 1) a full-shift overtime hiring list for 20 hours or more, and 2) a partial-shift overtime hiring list for fewer than 20 hours. Members hired for Deputy 1 and Safety 2 must be eligible to work in those positions when hired from the partial-shift overtime list.

5.3.2.1 Employees shall have twenty (20) hours added to their "Hours Worked" balance when initially hired from the full-shift overtime hiring list. Hours will be reconciled upon the employee's overtime submittal.

5.3.2.2 Employees shall have four (4) hours added to their "Hours Worked" balance when initially hired from any partial-shift overtime hiring list. Hours will be reconciled upon the employee's overtime submittal.

5.3.3 The employees of the bargaining unit shall be granted access to the Department's Local 2898 modified overtime program. All requests for information as a result of this access shall be directed only to the Fire Chief or designee. Local 2898 shall use the department's electronic hiring, staffing, and timekeeping program, and members shall be granted access.

5.3.4 Employees shall not sign up to work overtime, nor be assigned to work overtime during any period of time when the overtime assignment would conflict with their regularly scheduled duty assignment(s) or their "off-duty standby" status, as described in Sections 6.1.2, 6.1.2.1, and 6.1.2.2. However, an employee assigned to an Administrative schedule who is working overtime in Operations may use vacation

or compensatory time off to complete the overtime shift before reporting to his/her regular administrative assignment.

5.3.5 Employees who receive an out-of-city-deployment will not be eligible to work overtime until all forms for all work performed while on deployment have been submitted. The Union agrees that the City shall be held harmless and indemnified against any and all errors related to eligibility to work overtime under this Section.

5.3.6 Employees assigned to or working an Administrative schedule shall be allowed to work overtime only on weekends, regularly scheduled days off, , and vacations of at least three (3) calendar days, when granted in advance. Vacations may be combined with regularly scheduled days off and/or to meet the three (3) calendar days-off requirement.

5.3.7 Employees shall not sign up, agree to, or otherwise work forty-eight (48) consecutive hours unless such work is completed at least twenty (20) hours prior to their next regularly scheduled assignment. This provision shall not preclude 'holdover' awaiting proper relief from duty.

5.3.7.1 Vacation, or compensatory time off shall satisfy the twenty (20) hour requirement of Section 5.3.7 above only when such vacation, or compensatory time was scheduled prior to the request for or acceptance of the forty-eight (48) consecutive hour assignment.

5.3.7.2 Trades, early relief, or compensatory time off may not be used to shorten a shift to avoid the requirements of Section 5.3.7 above.

ARTICLE 6 - TEMPORARY DETAIL TO HIGHER POSITIONS

6.1 Employees in the classification of Fire Battalion Chief covered by this Agreement who are assigned by proper authority to perform the duties of a higher paid position within the Fire Department shall be paid in accordance with the following:

- A. In excess of four (4) hours, but less than five (5) consecutive shifts or forty (40) hours, at the beginning rate of Fire Chief, Deputy.
- B. For five (5) consecutive shifts or forty 40 hours, shall be paid at the first level of the position which they are filling which exceeds the level in 1. above for all hours so assigned and worked.

6.1.1 Employees assigned to Deputy Chief positions covered by this Agreement who are assigned by proper authority to perform the duties of a higher paid position within the Fire Department shall be paid at a rate equal to one hundred four percent (104%) of the Deputy Chief's regular rate of pay for all hours so assigned and worked.

6.1.2 The Fire Chief or their designee may formally place employees who are assigned to perform the duties of a higher-paid position in accordance with Section 6.1.1 on "off-duty standby" status for a fixed, predetermined period of time, during which the employee is required to remain on page communicator, a similar device or at home in a state of readiness to respond to duty at a moment's notice.

6.1.2.1 Employees formally placed on "off-duty standby" status in accordance with Section 6.1.2 above shall be compensated on the basis of ten percent (10%) of the straight time rate of pay of the acting assignment described above in Section 6.1.1. If the employee is actually called to perform the work of the acting position, the "off-duty standby" pay shall cease at that time. Thereafter, normal overtime rules apply. If applicable, the "off-duty standby" status shall resume when the work is completed.

6.1.2.2 Employees assigned to "off-duty standby" status in accordance with Section 6.1.2 above shall not sign up to work overtime that would conflict with the "off-duty standby" period(s). If, prior to being assigned to "off-duty standby" status, the employee has accepted any overtime assignment(s) that conflict with the assigned "off-duty standby" period, the employee shall so notify the Fire Chief or designee at the time the employee is notified that they will be assigned to "off-duty standby" status.

6.2 To qualify as an Operations Acting Deputy Chief, a Battalion Chief must have a minimum of three years' experience as an Operations Battalion Chief and must complete the Deputy 1 Task Book prior to acting as Deputy 1. Safety Officers are not eligible to act as Deputy One when working in their regularly assigned position.

ARTICLE 7 - VACATIONS

7.1 Effective January 1, 2018, each employee shall be granted a vacation in accordance with the following schedule:

1 thru 6 yrs. service	9 shifts (216 hours)
7 thru 14 yrs. service	10 shifts (240 hours)
15 thru 19 yrs. service	11 shifts (264 hours)
20 yrs. service	12 shifts (288 hours)
21 thru 24 yrs. service	13 shifts (312 hours)
25 yrs. service	14 shifts (336 hours)
26 or more yrs. service	15 shifts (360 hours)

7.1.1 Employees working a 45.7-hour average work week are required to use 24 hours of vacation to cancel a floating debit day on January 1 of each calendar year, with the exception of employees designated as Supervising Chiefs.

7.1.2 Employees working an average forty (40) hour work week are required to use vacation leave equivalent to the number of regular scheduled hours (for example, if working four 10-hour days per week, must submit vacation leave for 10 hours; if working five 8-hour days per week, must submit vacation leave for 8 hours) on the following holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

7.1.3 Earned vacation in Section 7.1 reflects the addition of four (4) shifts of holiday off time. The practice of scheduling holiday offs shall be discontinued.

7.1.4 Admin Employees who are required to work on holidays in 7.1.2 shall be paid one and one-half (1½) times the employee's regular rate of pay for all hours worked and, in addition, another day off will then be rescheduled. For the rescheduled holiday off, the member must submit vacation leave per Section 7.1.2.

7.1.5 Elimination of holiday premium pay for personnel scheduled to work a 45.7-hour work week are in trade for other benefits gained in this Agreement.

7.2 Vacations for members of Local 2898 assigned to Operations are considered to be “unscheduled” and shall be granted upon request, with the exceptions of Independence Day, Thanksgiving, Christmas Eve and Christmas. On those days, there must be one member signed up on the overtime register for each vacation day granted. However, where a member has been granted a day off on said holiday(s) due to a member having signed up on the overtime register and that member subsequently removes their name from the overtime register, the last member who was granted time off shall have their day off cancelled. Vacation requests for members assigned to administrative are subject to approval of the Employer with no request unreasonably denied.

7.2.1 Employees may cancel granted time off (unscheduled vacation, saved vacation, compensatory time or leave without pay) up to 20 hours before the start of the shift taken off. Granted time off may not be cancelled if requested less than 20 hours before the start of the shift taken off.

7.3 The bargaining unit shall be allowed two (2) opportunities per shift to schedule accumulated unscheduled vacation, saved vacation and compensatory time in 12-hour, half-shift increments (for example, one (1) 0800 to 2000 and one (1) 2000 to 0800, two (2) 0800 to 2000 or two (2) 2000 to 0800). The bargaining unit may exceed two (2) opportunities provided backfill is available.

7.4 Effective December 25, 2019 an employee may, following one full calendar year of employment, carry over and/or accumulate ninety-six (96) hours of vacation annually, provided that, the number of vacation shifts carried over and/or accumulated shall not exceed one and one-half (1½) times the number of annual vacation hours for which such employee is currently eligible. An employee who is unable to take his/her regularly scheduled vacation, or portion thereof, as a result of disability, military leave or other work-related reasons approved by the Fire Chief shall have said vacation held over to the next calendar year. Vacation held over must be scheduled and taken in the following year. Work-related vacation carry-over due to workload must be requested and approved by the end of the 3rd quarter. If the carry over vacation is not scheduled by February 1st of the following year, the Department will schedule the vacation for the employee.

7.5 An employee who separates from service with the Fire Department and is rehired by the Department within one (1) year from the date of separation, shall have all prior service time reinstated for purposes of vacation accrual.

7.6 Unpaid leaves of absence shall result in a loss of vacation granted in the next year by multiplying the given accrual factor by the number of scheduled hours of work

(including debit shift hours) lost due to the unpaid leave and rounding to the nearest full hour.

<u>Years of Service</u>	<u>Annual Hours of Work</u>	
	<u>2382</u>	<u>2088</u>
1-6	.0907	.0575
7-14	.1008	.0690
15-19	.1108	.0805
20	.1209	.0920
21-24	.1310	.1035
25	.1411	.1150
26	.1511	.1265

As an example:

Hours of leave of absence: 11 shifts x 24 hours = 264 hours (20 yrs. service)

(2382 annual hours) $264 \times .1209 = 31.917$

= 32 hours to be deducted from next year's vacation hours

ARTICLE 8 - SICKNESS AND DEATH IN FAMILY

8.1 Employees assigned to a forty-hour average work week shall receive one (1) or, if necessary, for travel, two (2) shifts off duty with pay in the event of a death of a close relative. The second shift off is applicable only in instances where total travel of 200 miles or more is necessary. The intent of this Article is to provide time off from regularly scheduled duty to attend or make arrangements for a funeral in event of the death of a close relative.

8.2 Employees assigned to a 45.7-hour average work week shall receive one shift off duty with pay to attend the funeral of a close relative.

8.3 Employees notified of a death in the family while on duty shall be immediately excused from work for the balance of the shift if it is necessary that the employee be immediately off work to attend to such a situation. Such time off shall be with pay in addition to the benefit applicable. An employee who is working on an overtime basis will be allowed to leave work but will be paid only for hours actually worked.

8.4 For purposes of administration of this Article, a close relative is defined to include spouse, domestic partner, children, mother, father, brothers, sisters, grandchildren, and grandparents of employee and spouse, or domestic partner.

8.5 Emergency leave: The City agrees to allow up to a total of twelve (12) hours per calendar year off with pay for such employee when the Department is notified that the employee's spouse, domestic partner or child, or a parent of the employee or the employee's spouse or domestic partner has unexpectedly become seriously ill or has had a serious accident and it is necessary that the employee be immediately off work to attend to such a situation. This provision shall be applicable when notification of the need for emergency leave is given up to three (3) hours prior to the commencement of the work shift or during the work shift.

8.5.1 This Section shall be applicable twice each year; however, the total emergency leave hours shall not exceed twelve (12) in the calendar year. This time limit shall not apply to LEOFF II employees' use of sick leave for emergency purposes. LEOFF II employees who do not utilize all of their emergency leave in a calendar year shall have the remaining balance of their emergency leave credited to their sick leave balance for the next year.

8.5.2 For the administration of this Section, "child" shall be defined as every natural born child, stepchild, child legally adopted or made a legal ward of the employee.

8.5.3 An employee working a regularly scheduled shift may take the whole shift off if necessary but shall not be paid for more than 12 hours in any one calendar year. In

the event that the emergency situation requires the employee's presence for more than 12 hours, the employee shall have the option of utilizing one of the following to offset any hours beyond twelve:

- A. Vacation time
- B. Compensatory time

8.5.4 An employee who is working on an overtime basis will be allowed to leave work in an emergency such as described above but will be paid only for hours actually worked.

8.6 The City agrees to allow the remaining portions of an employee's vacation, accumulated vacation days, or accumulated compensatory time to be used as Sickness and Death in Family Leave, as provided in Sections 8.1 and 8.2.

ARTICLE 9 - COMPENSATION FOR USE OF PRIVATE AUTOMOBILE

- 9.1 Any employee when required by the City to use his/her private automobile on Department business shall be compensated at the mileage rate (cents per mile) in effect at the time for other City employees (as specified by ordinance). This shall not cover any transportation to and from work. When an employee uses a private automobile to travel to Department sponsored training, or court appearances, mileage reimbursement will be based on the distance from the employee's assigned workplace to the training or court location. Mileage forms shall be provided by the City and be made available and on hand in every station.
- 9.2 Whenever an employee is notified of a detail to another assignment location during their off-duty time, the member shall receive thirty (30) minutes of pay at time and one-half (1 1/2).
- 9.3 If an employee is detailed to another station after reporting to their scheduled place of employment, they may use their private automobile to effect the detail if Department transportation is not furnished. If the employee uses their private automobile for the detail, they shall be compensated in accordance with Section 9.1.

ARTICLE 10 - UNIFORM ALLOWANCE

- 10.1 The City shall provide and maintain at no cost to the employee all protective clothing and equipment pursuant to WAC 296-305-060. The City may issue said items directly, establish a procurement policy with a supplier or suppliers or reimburse employees for the purchase of said items in a timely manner which shall normally be within fourteen (14) calendar days of a request for reimbursement. The Department shall promulgate policies and procedures for same and shall notify the Union of subsequent modifications.
- 10.2 Employees shall be responsible for acquiring required uniform items in accordance with policy and procedure of the Department. The Department shall notify the Union of any changes to the required uniform.
- 10.3 Effective January 2, 2002, the base wage for each employee shall be increased in an amount equal to two hundred and fifty dollars (\$250.00) annually to cover the cost of replacement of said uniform items.
- 10.4 Protective equipment and clothing purchased by the Department or for which the employee was reimbursed pursuant to Section 10.1, shall remain the property of the Department and shall be returned to the Department upon an employee's separation from employment. The employee is responsible for the safekeeping of all City purchased clothing and equipment. Normally, such equipment shall be kept at the fire station to which the employee is assigned. Such clothing and equipment shall not be used by employees for other than work for the Seattle Fire Department.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 Any dispute between the Employer and the Union concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. Such a dispute shall be processed in accordance with this Article. Any other type of dispute between the parties as well as disputes involving (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such, (2) disciplinary/discharge action taken by the Employer, except as specified in Section 11.10 and Article 12; and (3) Article 23 - Pensions, shall not be subject to the procedure delineated in this Article.

Early Mediation Process. The City and the Fire Chiefs' Association encourage the use of the Early Mediation Process prior to issues becoming the subject of grievances. Participation in the process is entirely voluntary, confidential and does not impact grievance rights.

Any alleged grievance shall be taken up by the employee with the appropriate Deputy Chief within ten (10) calendar days of the occurrence. If the aggrieved employee is a Deputy Chief, the grievance shall be taken up by the employee with their Assistant Chief. The above parties agree to make every effort to settle the grievance at this stage promptly; however, if no satisfactory settlement is reached, the following procedure shall apply:

Step 1. The grievance shall be reduced to written form by the aggrieved employee and/or Union, stating the Section of the Agreement allegedly violated and explaining the grievance in detail. The Union Representative shall present the written grievance to the Assistant Chief of the Department within ten (10) calendar days after the alleged grievance is taken up by the employee with the Deputy Chief or the Assistant Chief. The Assistant Chief or his/her designee shall convene a meeting within ten (10) calendar days after receipt of the written grievance, between the Union Representative, aggrieved employee, and any other witnesses and/or members of management whose presence is deemed necessary to a fair consideration of the grievance.

Ten (10) calendar days after the aforementioned meeting, the Assistant Chief shall transmit a copy of this decision to the aggrieved employee, the Union and the Chief of the Fire Department.

Step 2. A grievance which remains unresolved after the written decision is delivered in Step 1 shall be transmitted in writing by the aggrieved employee and/or Union involved to the Chief of the Fire Department with

a copy to the Director of Labor Relations. Said transmittal must be accompanied by the following information:

- A. Nature of dispute
- B. Contract provision(s) allegedly violated
- C. Remedy sought

The Chief of the Fire Department shall not be required to consider a grievance which is not referred to him/her within ten (10) calendar days following the Step 1 decision. A grievance properly filed shall be investigated by the Chief of the Department and/or the City Labor Relations Director or their respective designees. Such investigation, if deemed appropriate by the Chief of the Fire Department, may include a conference with the employee involved and their Union representative, if they have designated one. The Director of Labor Relations or their designee may thereafter make a confidential recommendation to the Chief of the Fire Department. The Chief of the Department shall make a decision on the matter in writing within ten (10) calendar days from the date when it was first received by them; provided, however, the Chief of the Department may waive investigating and answering the grievance at Step 2 and defer a decision to Step 3 within ten (10) calendar days of receipt of the grievance. Copies of the Chief's decision shall be furnished to the aggrieved, their Union representative and the Director of Labor Relations.

Step 3. A grievance which remains unresolved after the decision is rendered in Step 2 may be transmitted in writing to the Director of Labor Relations by the aggrieved employee and/or Union, requesting a review by the Grievance Board. The Grievance Board shall not be required to consider a grievance which is not referred to the Director of Labor Relations within ten (10) calendar days following written notification of the Step 2 decision. The Director of Labor Relations or their designee listed below shall convene the Grievance Board within ten (10) calendar days upon receipt of a written request for review.

The Grievance Board shall consist of:

- Presiding Chairperson - City Director of Labor Relations or City Labor Negotiator
- Member - Fire Chief, or their designee from within the department
- Member - President of the Union, Local 2898, I.A.F.F. or their designee from within Local 2898.

The Grievance Board shall issue its findings with recommendations for resolving the grievance in writing within ten (10) calendar days to the Chief of the Fire Department. The Chief shall within ten (10) calendar days

thereafter render a decision on the issue with a copy to Local 2898, the aggrieved employee and the Director of Labor Relations.

Step 4. If the contract grievance is not settled in Step 2 or 3, it may be referred by either the Union or the City to the Washington State Public Employment Relations Commission to supply both parties with a list of five (5) qualified arbitrators. If no agreement is reached between parties in the choice of an arbitrator from that list within fifteen (15) calendar days after receipt of said list, or the Union or the City opt to bypass a PERC list of arbitrators, the contract grievance shall be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations.

Referral to arbitration (PERC or AAA) must be made within thirty (30) calendar days after the decision in Step 3 and to be accompanied by the following information:

- A. Identification of the Section(s) of the Agreement allegedly violated.
- B. Details of the nature of the alleged violation.
- C. Position of the party who is referring the grievance to arbitration.
- D. Question(s) which the arbitrator is being asked to decide.
- E. Remedy sought.

If Arbitration has been timely requested, the parties may with mutual consent attempt Grievance Mediation. The process will use a mutually acceptable mediator and conclude within 30 days after the mutual request.

The parties agree to abide by the award made in connection with any arbitrable difference.

11.1.1 The Union and the City recognize the importance of the arbitration process to the Union and its members, the City, and the public in order to resolve workplace disputes. The expectation for arbitration is to have an arbitrator issue a fair and just decision based on the evidence. The parties recognize the value of arbitrators who have a reputation for integrity, independence, and impartiality. The parties have thus agreed to limit their selected arbitrators to those that are AAA qualified, which requires acceptability from both labor and management in order to achieve qualification. The parties also recognize the value of using arbitrators with experience arbitrating cases involving public safety and/or other public employees.

11.2 In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

- A. The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- B. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employees involved.
- C. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
- D. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

11.3 Any time limits stipulated in the Grievance Procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing; and the parties may, by mutual agreement, waive any step or steps of the Grievance Procedure to advance said grievance in an effort to expedite the resolution.

11.4 If at any step in the grievance procedure management's answer is deemed unsatisfactory, the Union's and/or the aggrieved's reasons for non-acceptance must be presented in writing.

11.5 The City agrees to conduct all hearings concerning a grievance on on-duty hours of employees whenever practical.

11.6 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitations of the procedure in this Article shall allow the Union to proceed to the next step.

11.7 Arbitration or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based, that date being twenty-four (24) or less days prior to the initial filing of the grievance.

11.8 Any dispute as to whether or not a particular complaint has merit as a grievance as defined in Section 11.1 above shall be processed through the grievance procedure at the initiation of either party to this Agreement.

11.9 The Grievance Procedure may be invoked by the City relative to a grievance filed on its behalf commencing at Step 2 of the Grievance Procedure.

11.10 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided, however, disputes concerning disciplinary or discharge action shall not be subject to this Article but shall be processed in accordance with Public Safety Civil Service

procedures and rules, unless such discipline involves the demotion, suspension or termination of a Battalion Chief, in which case grievance arbitration shall be available.

11.11 If the contract grievance is not settled in Step 2, it may be referred to Step 3 at the discretion of the initiating party within the time limits described therein or Step 3 may be waived, provided a grievance conference has been held and a grievance decision was rendered in Step 2. If Step 3 is waived, the issue may then be submitted to Step 4 within the time limits described therein.

11.12 The Union shall be afforded all rights and privileges in filing grievances as an aggrieved employee under this Article.

11.13 Where the designated Officer as defined in Section 11.1 above is part of the bargaining unit, a grievance decision by said Officer shall not necessarily be conclusive nor set a precedent. Said decision shall be subject to review and/or reversal by the Chief of the Fire Department at any time. In case a decision is set aside as described above, the ensuing grievance time limits shall become operative when the grievant or Union is notified of the reversal.

11.14 Employees covered by this Agreement will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement.

ARTICLE 12 - DISCIPLINE AND APPEAL OF DISCIPLINE

- 12.1 The City shall have the right to discipline employees for just cause. As used herein, discipline shall be deemed to include a suspension without pay, demotion, discharge and involuntary transfer for disciplinary reasons. Just cause is not required for counseling, performance improvement plans (PIP), or involuntary transfers for non-disciplinary reasons.
- 12.2 Discipline may be appealed under the grievance procedure outlined in Article 11 or, if applicable, through Civil Service, but not both. If there are dual filings with the grievance procedure and the Public Safety Civil Service Commission (PSCSC), the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed withdrawn.
- 12.3 Employees shall have the right to Union representation in all investigatory interviews that the employee reasonably believes will result in disciplinary action against them.

ARTICLE 13 - SICK LEAVE AND LONG-TERM DISABILITY

13.1 Employees covered by this Agreement who are not granted disability leave pursuant to State Statute RCW Chapter 41.26,030(19) (disability leave) shall accrue sick leave at the rate of .046 hours for each regularly scheduled hour of work including paid time off.

13.1.1 Effective upon signing, and as directed by Local 2898 on an annual basis, employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26, shall either receive a cash payment or cash out sick leave upon retirement into a VEBA trust fund designated by the Union to pay health insurance premiums or other legally authorized healthcare costs for eligible future retirees and dependents, at the following rates:

- A. Accumulated sick leave hours between 0 and 400 shall be cashed out at 25%;
- B. Accumulated sick leave hours between 401 and 800 shall be cashed out at 50%;
- C. Accumulated sick leave hours above 800 shall be cashed out at 75%.

13.1.2 In the event of the death of an employee while employed by the City who is eligible for the sick leave cash out benefit described above in Section 13.1.1, such employee's beneficiary shall be paid a portion of the employee's accumulated and unused sick leave in accordance with Section 13.1.1.

13.1.3 Payoff in Sections 13.1.1 and 13.1.2 shall be made at the rate of pay of such employee upon retirement or death respectively.

13.1.4 Employees who transfer to other City departments shall transfer all accumulated and unused sick leave to the new position in the accepting department.

13.2 For such employees identified in Sections 13.1 and 13.1.1 who are exposed to a communicable disease in the line of duty and for whom specific preventative medication is deemed necessary by a physician in order to prevent the employee from acquiring the disease, the City will reimburse any out-of-pocket costs for the preventative medication which the employee has incurred and for which he/she will not otherwise be reimbursed. To obtain reimbursement the employee shall present satisfactory documentation with a written request for reimbursement to the City for approval of payment.

13.3 At the discretion of the Chief of the Fire Department, employees not entitled to medical coverage under State Statute RCW 41.26, may be required to see a physician designated by the Chief of the Fire Department to verify disability resulting in layoff

or claims of injury, illness, or any other disability which would prevent the employee from performing his/her duties.

13.3.1 Twenty-four (24) hour shift employees who are not entitled to medical coverage under State Statute RCW 41.26 shall be required to obtain a physician's verification of illness/injury when their disability or the care of a dependent requires them to be absent from work for more than forty-eight (48) consecutive hours; that is, if they miss a portion of a third consecutive shift. Twenty-four (24) hour shift employees must obtain this verification no later than the day of the third shift missed. Forty (40) hour per week employees are required to provide a physician's verification of illness/injury after thirty-two (32) consecutive hours are missed on sick leave or dependent care sick leave. Abuse of sick leave shall be grounds for discipline up to and including dismissal. The Department also has the right to require an employee whose sick leave usage is outside of expected norms to provide physician verification within six (6) business hours (0900 - 1700, Monday through Sunday) of notifying the Department of the disability, except where individual circumstances or legal requirements require more time.

13.4 The City agrees to allow the remaining portions of an employee's vacation, accumulated vacation days, or accumulated compensatory time to be used in place of sick leave for an employee who has exhausted his/her sick leave benefits.

- A. This provision is applicable to employees covered under 13.1 and 13.1.1 of this Article.
- B. Use of such time is subject to the same criteria for use of sick leave as described by Ordinance as cited above.

13.5 Leaves of absence without pay for medical reasons due to a non-duty related injury or illness may be granted to an employee who has exhausted all of his/her paid sick leave for a period of up to six (6) months upon written approval by the City.

13.6 Applications for a leave of absence for medical reasons without pay or an extension thereof must be made in writing to the Fire Chief with a copy to the Personnel Director and notice of such application to the Union President. The granting of such a leave of absence, and extension thereof, or the refusal of such a leave and the reasons therefore, must be in writing from the City. If granted, the City's response shall specify the length of the leave of absence and whether or not the applicant will be guaranteed a job at the scheduled expiration of said leave of absence.

13.7 Applications for leaves of absence for medical reasons must be accompanied by a doctor's statement indicating the reason necessitating such a leave and the approximate duration if known. An employee who is ready to return from a medical leave of absence must also submit to the Chief of the Fire Department a doctor's statement that they are physically and mentally able to resume their normal duties.

- 13.8 If the employee has not been granted an extension of the leave of absence and does not report for work when scheduled to return from the leave of absence, the employee is considered to have quit. The Department shall send a registered letter to the employee stating that they are considered to have terminated employment if no answer is received within five (5) working days of receipt of the letter.
- 13.9 If the employee's former position is not available, the employee shall be notified of the first available position of comparable classification for which the individual is qualified. Such notice shall be sent by registered mail by the Chief of the Fire Department to the employee's last known address, with a copy to the Union President. If the employee fails to report for work or otherwise respond to the Chief of the Fire Department within one (1) week from the date of receipt of the notification, or if the notification letter is returned unclaimed, the employee shall forfeit all reinstatement rights.
- 13.10 Under the terms and conditions of the parties' Memorandum of Agreement, dated April 1, 1999, the City shall provide mandatory payroll deduction for monthly premium costs of a disability insurance plan to be selected periodically and administered by the Union.
- 13.11 Employees may apply for Family Medical Leave in accordance with local, state and federal law.
- 13.12 An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.
- 13.13 Industrial Insurance. In no circumstances will the amount paid to an employee entitled to Industrial Insurance payments exceed the employee's gross pay minus mandatory deductions.
- 13.13.1 Employees must meet the standards listed in Seattle Municipal Code (SMC) 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: 1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and Seattle Fire Department policies and procedures; 2) attend all treatments and meetings related to rehabilitation and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; 3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; 4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or the Seattle Fire Department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such

meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

13.13.2 The City will provide a copy of the eligibility requirements to employees when they file a workers' compensation claim. If records indicate two (2) no-shows, supplemental benefits may be terminated no sooner than seven (7) days after notification to the employee.

13.14 LEOFF I Dependent Care Leave

Employees covered by this Agreement who are entitled to disability leave under State Statute RCW 41.26 (LEOFF I) will be provided a paid leave bank called "Dependent Care Leave" to use for dependent care.

The City authorizes the use of Dependent Care Leave to care for an eligible family member of the LEOFF 1 member who has an illness, injury, or health care appointment requiring the absence of the LEOFF I member from work, or when such absence is recommended by a health care professional. For purposes of Dependent Care Leave, "eligible family member" has the same meaning as provided in Seattle Municipal Code (SMC) 4.24.005(A); and "health care professional" has the same meaning as provided in Seattle Municipal Code (SMC) 4.24.005(B). Dependent Care Leave may not be used for any other purpose.

Effective January 1, 2009, at the beginning of each calendar year, each full-time LEOFF I member will accrue an additional forty-eight (48) hours of Dependent Care Leave to be added to the existing hours in his/her Dependent Care Leave bank. The annual accrual of Dependent Care Leave hours for part-time LEOFF I members will be prorated. Unused Dependent Care Leave hours will be carried over to the next calendar year. There is no cap or maximum limit on the number of hours a LEOFF I member may accumulate in his/her Dependent Care Leave bank. LEOFF I members who transfer to other City departments may not transfer any accumulated or unused Dependent Care Leave to the new position in the accepting department. LEOFF I members may not donate Dependent Care Leave hours to other members or City employees. Dependent Care Leave hours may not be cashed out or paid off upon retirement or at any other time.

13.15 VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)

Effective January 1, 2014, the City will contribute \$50 per month to the VEBA specified by Local 2898 for employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26.

ARTICLE 14 - JOINT LABOR MANAGEMENT
AND JOINT SAFETY COMMITTEES

- 14.1 The Union and the City agree to maintain and actively engage in a Labor Management Relations Committee.
- 14.1.1 The Committee shall be composed of a balance of representation from represented employees which may be from any bargaining unit with employees assigned to the Fire Department and non-represented employees, which shall include the Director of Labor Relations or designee.
- 14.1.2 The Committee shall be co-chaired by a representative from labor and a representative from the Fire Department administration.
- 14.1.3 The purpose of the Committee is to deal with matters of general concern to employees and administrators of the Department. The Committee may engage in discussion concerning matters of a Collective Bargaining nature. However, any agreement that may change the interpretation or application of this Agreement shall be subject to the ratification processes of the parties.
- 14.1.4 Nothing in this Section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.
- 14.1.5 This Section shall not deny any employee their rights granted under provisions of City, State and/or Federal Law.
- 14.2 The Union shall have one voting member on the Joint Safety Committee. The member shall be appointed by the President of Local 2898.

ARTICLE 15 - UNION BUSINESS

- 15.1 Employees who are Union officials (three officers who constitute the Union's Executive Board) shall be granted one shift or a portion thereof without loss of pay to conduct Union business if a replacement acceptable to the Chief of the Department or his/her designee is arranged for by the Union. The cost of such replacement shall be paid by the Union.
- 15.1.1 Such employees may be granted time off without pay to conduct Union business at the discretion of the Chief of the Fire Department.
- 15.1.2 All requests and arrangements for the time off shall be made by the Union official at least one shift prior to the proposed time off whenever possible.
- 15.1.3 In emergencies, the request may be submitted orally and later confirmed in writing. While working on shift, Union officials agree not to transact Union business that interferes with Department functions or normal routine. Upon written approval of the Chief, the Union President and/or their designee from the Union's Executive Board may be granted a reasonable amount of time off per year with pay to conduct official Union business, excluding all State legislative lobbying or activities. The Union will maintain a log of the actual time spent pursuing approved Union activities.
- 15.2 Union business may be conducted in the fire stations with permission of the Chief of the Department.
- 15.3 The Department will allow the Union use of bulletin board space in each station in a convenient location, which the Union may use for the posting of notices of official Union business. Material posted shall not refer to political matters nor to generally controversial subjects.
- 15.4 The City agrees not to restrict written communications between Local 2898 and its members if such written communication does not result in interference with the routine or the effectiveness of the station.
- 15.5 The Union agrees that any City property or facilities, including department apparatus, shall not be used for any non-duty related activities unless expressly approved by the Fire Chief or his/her designee in writing. Such requests may be made verbally and later confirmed in writing.

ARTICLE 16 - MANAGEMENT RIGHTS

16.1 Any and all rights concerned with the management and operation of the Department are exclusively that of the City unless otherwise provided by the terms of this Agreement. The City has the authority to adopt rules for the operation of the Department and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement or with applicable law. The City has the right (among other actions) to discipline, temporarily lay off, or discharge employees for good cause, also to assign work and determine duties and performance standards of employees; to determine, establish and/or revise the method, processes and means of providing departmental services, to schedule hours of work; to determine the number of personnel to be assigned duty at any time; and to perform all other functions not otherwise expressly limited by this Agreement.

ARTICLE 17 - PRODUCTIVITY AND PERFORMANCE OF DUTY

- 17.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform their assigned duties to the best of their ability during the term of this Agreement. The Union agrees that it will not condone or cause any strike, slowdown, mass sick call or any other form of work stoppage or interference to the normal operation of the Seattle Fire Department during the term of this Agreement.
- 17.2 Neither an employee nor the City will intentionally waive any provisions of this Agreement unless such waiver is mutually agreed upon by the Union and the City.
- 17.3 In accordance with Seattle Municipal Code (SMC) 4.64.010, as amended, it shall be a condition of employment that in the event there is made against an employee any claims and/or litigation arising from any conduct, acts or omissions of such employee in the scope and course of their City employment, the City Attorney of the City shall, at the request of the Chief and on behalf of said employee, investigate and defend such claims and/or litigation and, if a claim be deemed by the City Attorney a proper one or if judgment be rendered against such employee, said claim or judgment shall be paid by the City in accordance with procedures established by Ordinance 104526, as amended, for the settlement of claims and payment of judgments.
- 17.4 The parties recognize that delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance and interest to the City and Union and, as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties further recognize that work procedures and assignments or the introduction of any and all new, improved or automated methods or equipment to increase the productivity and performance of individual employee(s), company(s), and/or Department, may be established and/or revised as set forth in Article 16.

ARTICLE 18 - MEDICAL CARE, DENTAL CARE, VISION CARE AND LIFE INSURANCE

- 18.1 Medical Dental and Vision Care Programs - For employees covered by this Agreement who were hired before October 1, 1977 and are covered by State Statute RCW 41.26, the City will provide a medical, dental and vision care programs, as established by the City, for the dependents of eligible employees under conditions of the medical, dental and vision care contracts applicable to employees covered by this Agreement and which were in effect upon the effective date of this Agreement.
- 18.2 Medical, Dental and Vision Care Programs - For employees covered by this Agreement who are not covered by State Statute RCW 41.26 or who were hired on or after October 1, 1977, and who are not entitled to medical coverage under State Statute RCW 41.26, the City shall provide a medical, dental and vision care programs, as established by the City, for eligible employees and their eligible dependents under conditions of the medical, dental and vision contracts applicable to employees covered by this Agreement and which were in effect upon the effective date of this Agreement.
- 18.3 Effective July 1, 2013, the Employer shall contribute ninety percent (90%) and the employee shall contribute ten percent (10%) of the medical, dental and vision premiums for employees covered under the plans identified for "Most City Employees".
- 18.4 The medical, dental and vision plans offered by the City do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement, but the medical/dental benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical, dental or vision benefits covered above and provide an alternative plan through another carrier. Benefit plan design changes will be accomplished through the Citywide Health Care Committee, however, any contemplated modification(s) to the medical or dental benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Union party to this Agreement.
- 18.5 The City, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care, dental care or vision care options.
- 18.6 Life Insurance - The City shall offer a voluntary Group Term Life Basic Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium refunds received by the City from the voluntary Group Term Life Basic Insurance option shall be administered as follows:

- 18.7 During the term of this Agreement, additional premium refunds shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of the employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.
- 18.7.1 Whenever the Group Term Life Insurance Fund contains substantial rebate monies earmarked pursuant to Section 18.7, the Union shall be notified along with the Unions representing other City employees. The City will negotiate whether the sixty percent (60%) rebate attributable to employee contributions will be used to help pay the employees' share of monthly premiums or for life insurance purposes otherwise negotiated.
- 18.8 Employees under the age of 65 who retire from City service shall be entitled to participate in the medical plans offered to active employees. The costs of the premiums for the plans shall be paid by the retirees. The retirees may elect to obtain coverage for their dependents at the time of retirement pursuant to the same terms and conditions as may active employees. The City will provide this option to retirees with tiered-rate premiums. Employee's age 65 and older may also participate in medical plans provided such coverage is available through a contracted insurance carrier.
- 18.9 There will be one enrollment period for retirees to select a particular medical option which will remain in effect until age 65 or after age 65 provided such coverage is available through the contracted insurance carrier. Retirees must elect coverage within thirty (30) days prior to retirement or no later than thirty (30) days after the end of COBRA coverage and can only enroll eligible family members who were enrolled on a City medical plan immediately prior to retirement. Retirees can later remove dependents, but cannot re-enroll them at a later date. However, a retiree's spouse or domestic partner may delay enrollment if they have coverage through another employer at the time the retiree is first eligible to enroll. When coverage is lost with that employer, the spouse or domestic partner shall provide proof of loss of coverage and enroll within thirty-one (31) days of loss of coverage. If a retiree declines coverage during the thirty (30) day initial enrollment period, they or their spouse, domestic partner or dependents cannot enroll at a later date. Any benefit changes to the medical and dental plans for active employees covered by this Agreement will automatically apply to the retiree plans.
- 18.10 The Department shall have the right to administer reasonable suspicion drug and alcohol testing, the terms of which have been negotiated pursuant to the parties' settlement agreement signed January 10, 2001.

ARTICLE 19 - GENERAL CONDITIONS

19.1 Employees covered by this Agreement shall be interviewed and/or counseled whenever possible prior to the submission of a transfer recommendation. When possible, they shall receive one (1) week written notice when their location of employment is being changed. In filling transfer vacancies, the City shall reasonably consider seniority, merit and ability, and employee wishes if an employee makes such wishes known to the Chief.

19.2 The parties agree that Battalion Chief assignments will be rotated on a regular basis as outlined in the Chief Rotation MOA dated February 22, 2018, as amended by the parties.

19.3 Notwithstanding any provisions of this Agreement, the Chief of the Fire Department or their designees may meet privately with an employee(s) covered by this Agreement for purposes of counseling relative to grievances, discipline or any other personal or departmental problems.

19.4 The City agrees to notify an employee a minimum of thirty (30) calendar days prior to lay-offs for any reason with the exception of disciplinary action or discharge for good cause shown.

19.5 The rank of Fire Chief, Deputy is exempt from the jurisdiction of the Public Safety Civil Service Commission and the creation and maintenance of such a rank shall be at the sole discretion of the Employer. When such a rank exists, selection of employees for the rank of Fire Chief, Deputy shall be at the discretion of the Chief of the Fire Department.

19.6 Written correspondence addressed to the Fire Chief shall be date stamped with a copy of the correspondence returned to the author. This stamp shall indicate that the correspondence has been reviewed by the Fire Chief, not their designee.

19.7 Payroll Errors

A. In the event the City determines that there has been an error in an employee's paycheck, an underpayment shall be corrected as soon as practical and upon written notice an overpayment shall be corrected as follows:

1. If the overpayment involved only one (1) paycheck or the amount of the overpayment is less than fifty dollars (\$50.00):
 - a. By lump-sum payroll deduction; or
 - b. By lump-sum payment from the employee.

2. If the overpayment involved multiple paychecks and the amount of the overpayment exceeds fifty dollars (\$50.00):
 - a. By a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five (\$25.00) dollars per pay period; or
 - b. By a repayment schedule not to exceed thirteen (13) pay periods, with a minimum payroll deduction of not less than fifty dollars (\$50.00), if the employee does not agree to a repayment schedule.
 3. By other means, as may be mutually agreed between the City and the employee.
- B. If an employee separates from City service before an overpayment is repaid, any amount due the City will be deducted from their final paycheck.

19.8 Meal Reimbursement While on Travel Status

An employee shall be reimbursed for meals while on travel status at the federal per diem rate. An employee will not be required to submit receipts for meals and may retain any unspent portion of an advance cash allowance for meals.

19.9 Ethics and Elections Commission

Nothing contained within this Agreement shall prohibit the Seattle Ethics and Elections Commission from administering the Code of Ethics, including, but not limited to, the authority to impose monetary fines for violations of the Code of Ethics. Such fines are not discipline under this Agreement and, as such, are not subject to the Grievance procedure contained within this Agreement. Records of any fines imposed, or monetary settlements shall not be included in the employee's personnel file. Fines imposed by the Commission shall be subject to appeal on the record to the Seattle Municipal Court.

In the event the employer acts on a recommendation by the Commission to discipline an employee, the employee's contractual rights to contest such discipline shall apply. No record of the disciplinary recommendations by the Commission shall be placed in the employee's personnel file unless such discipline is upheld or unchallenged. Commission hearings are to be closed if requested by the employee who is the subject of such hearing.

19.10 Personnel File

Employees may examine their own personnel files and are entitled to a copy of anything contained therein, at the City's expense. Employees may also add to their own personnel files a written response to any document placed in their personnel files.

19.11 Performance Appraisals

The Union recognizes the City's right to establish and/or revise performance appraisal systems.

19.12 Social Media Policy

For the duration of this agreement, the parties will continue to negotiate a Social Media policy.

19.13 Gender Workforce Equity

For the duration of this agreement, the Union agrees that the City may open negotiations associated with any changes to mandatory subjects related to Gender/Workforce Equity efforts.

19.14 Education Level Survey

The parties agree that the City may survey employees to determine education level during the term of the agreement.

ARTICLE 20 - PENSIONS

20.1 Pensions for employees and contributions to pension funds will be governed by the Washington State Statute in existence at the time.

ARTICLE 21 - SUBORDINATION OF AGREEMENT

21.1 It is understood that the parties hereto and the employees of the City are governed by the provisions of applicable Federal Law, State Law, and the City Charter. When any provisions thereof are in conflict with the provisions of this Agreement, the provisions of said Federal Law, State Law, or City Charter are paramount and shall prevail.

21.2 It is also understood that the parties hereto and the employees of the City are governed by applicable City Ordinances and said Ordinances are paramount except where they conflict with the express provisions of this Agreement and except where, in the event of changes to the wages, hours or working condition of employees covered by this Agreement, bargaining is required by RCW 41.56.

ARTICLE 22 - SAVINGS CLAUSE

22.1 If any Article of this Agreement, or any Addenda hereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article.

ARTICLE 23 - ENTIRE AGREEMENT

- 23.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and nothing shall add to or supersede any of its provisions, except by mutual written agreement.
- 23.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the City and the Union for the duration of this Agreement, each voluntarily and unqualifiedly, agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically governed by this Agreement, provided that Local 2898 does not waive its right to obligate the City to bargain with respect to any changes proposed by the City in the wages, hours, or working conditions of employees covered by this Agreement.

ARTICLE 24 - DURATION OF AGREEMENT

24.1 This Agreement shall become effective upon signing by the parties and shall remain in effect through December 31, 2021. Written notice of intent to amend or terminate must be served by the parties five (5) months prior to the submission of the City budget in the calendar year 2021 as stipulated in RCW 41.56.440.

24.2 At the appropriate time as described in Section 24.1 above, any contract changes desired by either party must be included in the opening letter and shall not be accepted at a later date unless mutually agreed upon by both parties.

Signed this ____ day of _____, 2021

SEATTLE FIRE CHIEFS ASSOCIATION,
IAFF, LOCAL 2898

CITY OF SEATTLE
Executed under the authority of
Ordinance _____

Thomas Walsh, President

Jenny A. Durkan, Mayor

Debra Sutey, Secretary-Treasurer

Reba Gonzales, Vice-President

APPENDIX A

A.1.1 Effective December 26, 2018, salaries shall be increased by 6.6% and shall be in accordance with the following schedule:

<u>Classification</u>	<u>Start</u>	<u>6 months</u>	<u>18 months</u>
Fire Battalion Chief	\$11937	\$12367	\$12824
Fire Chief, Deputy	\$13628	\$14130	\$14749

A.1.2 A fifteen percent (15%) salary differential rounded to the nearest dollar shall be maintained between the top salary steps of the Fire Battalion Chief and Deputy Fire Chief classifications.

A.1.3 Effective December 23, 2020, employees holding the rank of Battalion Chief assigned to administrative duties are eligible to receive a premium equivalent to 7.5% of the top step of the Battalion Chief classification while so assigned.

A.1.4 Effective December 23, 2020, employees holding the rank of Deputy Chief assigned to administrative duties are eligible to receive a premium equivalent to 7.5% of the top step of the Battalion Chief classification while so assigned as set forth in A.1.4.1 below.

A.1.4.1 Employees holding the rank of Deputy Chief assigned to administrative duties are eligible to receive the premium noted in A.1.4 above only upon assignment by the department of a Battalion Chief to administrative duties, and only while a Battalion Chief is so assigned by the department, with the date of eligibility being the same date as that of the Battalion Chief so assigned. In the event there is no longer any Battalion Chief assigned to administrative duties, Deputy Chiefs assigned to administrative duties shall no longer be eligible for and therefore shall not receive said premium.

A.1.5 Effective December 25, 2019, salaries shall be increased by 2.7% and shall be in accordance with the following schedule:

<u>Classification</u>	<u>Start</u>	<u>6 months</u>	<u>18 months</u>
Fire Battalion Chief	\$12259	\$12701	\$13170
Fire Chief, Deputy	\$13996	\$14512	\$15147

A.1.6 Effective December 23, 2020, salaries shall be increased by 3% and shall be in accordance with the following schedule. The wage rates for the Fire Battalion Chief, Admin and Fire Chief, Deputy, Admin classifications depicted below are inclusive of the applicable step and the 7.5% administrative assignment premium:

<u>Classification</u>	<u>Start</u>	<u>6 months</u>	<u>18 months</u>
Fire Battalion Chief	\$12627	\$13082	\$13565
Fire Battalion Chief, Admin	\$13644	\$14099	\$14582

Fire Chief, Deputy	\$14416	\$14947	\$15601
Fire Chief, Deputy, Admin	\$15433	\$15964	\$16618

A.2.1 Effective December 22, 2021, the wage scale for the Fire Battalion Chief and Fire Chief, Deputy, classifications shall be reduced from 3 steps to 2 steps and shall be in accordance with the following schedule. The wage rates for the Fire Battalion Chief, Admin and Fire Chief, Deputy, Admin classifications depicted below are inclusive of the applicable step and the 7.5% administrative assignment premium:

<u>Classification</u>	<u>Start</u>	<u>6 months</u>
Fire Battalion Chief	\$13082	\$13565
Fire Battalion Chief, Admin	\$14099	\$14582
Fire Chief, Deputy	\$14947	\$15601
Fire Chief, Deputy, Admin	\$15964	\$16618

A.2.2 Effective December 26, 2018 through December 24, 2019, monthly longevity premiums based upon the top pay step of the Fire Battalion Chief classification shall be added to the salaries in Section A.1.1, in accordance with the following schedule:

<u>Length of Service</u>	<u>%</u>	<u>12/26/18</u>
• Completion of fifteen (15) years of service	5%	\$641
• Completion of twenty (20) years of service	7%	\$898
• Completion of twenty-five (25) years of service	10%	\$1282
• Completion of thirty (30) years of service	11%	\$1411

A.2.3 Effective December 25, 2019, Section A.2.2 shall no longer be in effect and the following monthly longevity premiums based upon the top pay step of the Fire Battalion Chief classification shall be added to the salaries in Section A.1.5, A.1.6, and A.2.1 during the life of this Agreement in accordance with the following schedule: Length of Service

	<u>%</u>	<u>12/25/19</u>	<u>11/23/20</u>
• Completion of fifteen (15) years of service	5%	\$659	\$678
• Completion of twenty (20) years of service	8%	\$1054	\$1085
• Completion of twenty-five (25) years of service	11%	\$1449	\$1492
• Completion of thirty (30) years of service	12%	\$1580	\$1628

A.2.4 Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to time served in good standing as a uniformed member of the Seattle Fire Department.

A.3 All employees of the Seattle Fire Department shall be furnished a paycheck stub which designates the hourly rate paid; in addition the pay check stub shall also outline deductions authorized by the employee or required by law.

APPENDIX B - DEFERRED COMPENSATION

B.1 Beginning January 1, 2014, the City shall contribute 1.6% of the top step base salary of Battalion Chief to the City's deferred compensation program for all employees represented by Local 2898. The City's contribution shall be 1.6% regardless of whether or not the employee makes a voluntary contribution to the deferred compensation program. The parties agree that the payments made by the City to this program are not matching, and whether or not such payments should include the calculation for each employee's retirement benefit under RCW 41.16, RCW 41.18, RCW 41.18, RCW 41.20, RCW 41.26, or other public pension system shall be an issue of law about which the City shall take no position in any legal proceeding.

B.1.1 Beginning December 25, 2019, the City shall increase its contribution by 1% to a maximum contribution rate of 2.6% of the top step base salary of the Battalion Chief classification.