

CITY OF SEATTLE
ORDINANCE 126500
COUNCIL BILL 120231

AN ORDINANCE relating to City employment; authorizing the execution of an agreement between The City of Seattle and Seattle Fire Chiefs Association, International Association of Fire Fighters (IAFF) Local 2898; and ratifying and confirming certain prior acts.

WHEREAS, during the Coronavirus Disease 2019 (“COVID-19”) pandemic, many City employees have been required to perform essential functions and deliver critical services to the community that can only be performed in person; and

WHEREAS, these employees play an essential role in the City and are on the front lines of delivering essential public services; and

WHEREAS, because of COVID-19, these employees may have experienced increased hardship, such as lack of public transit, limited access to childcare, and other challenges; and

WHEREAS, retention of these employees is of the utmost importance, and the City seeks to provide some additional acknowledgment of their extraordinary efforts; and

WHEREAS, the City also seeks to bolster front-line employee morale so they can continue to provide these essential in-person public services through the end of the current public health emergency; and

WHEREAS, collective bargaining has led to an agreement between The City of Seattle and Seattle Fire Chiefs Association, International Association of Fire Fighters (IAFF) Local 2898; and

WHEREAS, the City Budget Office has identified General Fund reserves sufficient to cover the estimated cost resulting from agreements and will submit subsequent legislation to

1 appropriate funds once the departmental totals and payment timing are settled;

2 NOW, THEREFORE,

3 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

4 Section 1. As requested by the Seattle Human Resources Director and recommended by
5 the Mayor, the Mayor is authorized on behalf of The City of Seattle (“City”) to execute an
6 agreement between the City and the Seattle Fire Chiefs Association, International Association of
7 Fire Fighters (IAFF) Local 2898, substantially in the form attached to this ordinance as
8 Attachment 1 and identified as “Memorandum of Agreement: Seattle Fire Chiefs Association,
9 IAFF Local 2898 and The City of Seattle.”

10 Section 2. Any act consistent with the authority of this ordinance taken prior to its
11 effective date is ratified and confirmed.

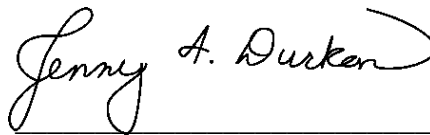
1 Section 3. This ordinance shall take effect and be in force 30 days after its approval by
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 6th day of December, 2021,
5 and signed by me in open session in authentication of its passage this 6th day of
6 December, 2021.

7 

8 President Pro Tem of the City Council

9 Approved / returned unsigned / vetoed this 10th day of December, 2021.

10 

11 Jenny A. Durkan, Mayor

12 Filed by me this 10th day of December, 2021.

13 

14 Monica Martinez Simmons, City Clerk

15 (Seal)

16 Attachments:

17 Attachment 1 - Memorandum of Agreement: Seattle Fire Chiefs Association, IAFF Local 2898
18 and The City of Seattle

MEMORANDUM OF AGREEMENT

SEATTLE FIRE CHIEFS ASSOCIATION, IAFF LOCAL 2898

and

THE CITY OF SEATTLE

This Memorandum of Agreement (hereinafter called “Memorandum” or “MOA”) is entered into between the City of Seattle (“City”) and IAFF Local 2898. Collectively, the City, and IAFF Local 2898 shall be known as “the Parties”.

- A. **Acknowledgement of Front-Line Worker Pay:** Current City of Seattle employees who have been required to perform work in person at City job sites and offices during the pandemic will be paid a one-time taxable payment of up to \$1,750.00 (pro-rated for part-time employees). Eligible employees must be on the City’s payroll on or after August 1, 2021. Employees who separated prior to August 1, 2021 are not eligible to receive this payment. This payment will be paid to eligible employees no later than March 31, 2022 as long as the employee timely files their paperwork.
- B. **Employee Eligibility Self-Attestation:** To qualify for this Acknowledgement of Front-Line Worker Pay and determine lump sum amount, an employee must certify in writing each of the following:
1. **Eligibility for Work Performed in Person** – Employee was directed by management or the work was required to be performed in-person at any time between March 20, 2020 and December 31, 2021.
 2. **Lump Sum Calculation** – Employee may qualify for either a full monthly payment or partial monthly payment according below:
 - a. **Full Monthly Payment** – For each month between March 20, 2020 through December 31, 2021 if an employee was directed by management or the work was required to be performed in-person greater than 110 regular hours in the month, they shall receive \$100 for that month. For each month if you received 100% of the Telework Stipend, you will not receive the Acknowledgement of Front-Line Worker Pay for that month; or,
 - b. **Partial Monthly Payment** – For each month between March 20, 2020 through December 31, 2021 if an employee was directed by management or the work was required to be performed in-person more than 94 regular hours, but less than or equal to 110 regular hours in the month, they shall receive \$50 for that month. For each month if you received 50% of the Telework Stipend, you will receive 50% of the Acknowledgement of Front-Line Worker Pay for that month.

3. **Total Compensation** – No employee’s combined payment of Telework Reimbursement and Front-Line Worker Acknowledgement Pay shall exceed a maximum of \$100 for any month. The total Front-Line Worker Acknowledgement Pay lump sum payment shall not exceed \$1,750.00.
- C. Upon Tentative Agreement of this proposal, the Mayor will modify the current Mayoral Directive #9, creating Directive #10 regarding employees telework to be voluntary effective October 18, 2021 and the Fixed Rate Utility Allowance Memorandum Of Understanding will expire October 18, 2021. Eligible employees may elect to continue their current telework arrangement until January 19, 2022 unless there is a business need for them to return to the worksite. While the parties understand that continued telework will be considered voluntary on the part of the employee after October 18, 2021, the Department will have the sole discretion on when to return an employee providing a legitimate business need which is clearly and succinctly described in a notice to the employee and the union.
- D. This Agreement represents the entire agreement and understanding of the Parties as to the subject of this Agreement.
- E. **SEVERABILITY.** If any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions will nevertheless continue to be valid and enforceable. However, if the payment is deemed unlawful or if this Agreement is not ratified by the City Council, the Agreement shall be null and void and any payments previously paid must be paid back to the City. The provisions of this Agreement will not be construed against any party.
- F. **DISPUTES.** Issues arising over the interpretation, application, or enforceability of the provisions of this agreement shall be addressed during labor management meetings convened and held for all signatory unions, upon request by any Party, and shall not be subject to the grievance procedure set forth in the Parties’ collective bargaining agreements.
- G. **NO PRECEDENT.** This Agreement does not constitute a practice or precedent and cannot be used by any of the Parties in any matter or proceeding, except for the purpose of enforcing the Agreement itself. The Parties agree the acknowledgment payment described above is a one-time payment and arises out of the unique circumstances of the public health emergency.
- H. **TERM OF AGREEMENT.** This Agreement shall expire on March 31, 2022.

SIGNED this _____ day of _____ 2021.

FOR THE CITY OF SEATTLE

Jenny A. Durkan, Mayor

Kimberly Loving, Interim SDHR Director

Jeff Clark, Labor Negotiator

FOR THE UNION

Tom Walsh, President
Seattle Fire Chiefs Association, IAFF Local 2898