

This offer represents a package proposal for *the large*, whereby each described component is interdependent, requiring that the substantive aspect of one component will not be agreed upon unless all other elements are agreed upon. This is an attempt to bring the parties to final resolution.

This proposal is being presented to the Unions by the Executive and at the sole direction of the Executive. Any tentative agreement will require approval by a majority of the City Council to become a binding agreement. Whether the City Council will vote on or approve a tentative agreement is not known, cannot be guaranteed, and is not a mere formality in this matter.

**Subject to council approval: This document represents a tentative agreement between the parties. Jeff Clark, Labor Negotiator. 9/22/2021**

## AGREEMENT

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 27

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 27. Collectively, the City, and IAFF Local 27 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 employment 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, Interim Labor Relations Director

FOR THE UNION

\_\_\_\_\_  
Kenny Stuart, President  
IAFF Local 27