

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 27

AFL - CIO - CLC

Effective January 1, 2022 through December 31, 2026

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## ARTICLE 1 - PREAMBLE

1.1 The rules contained herein constitute an Agreement between the City of Seattle, hereinafter referred to as the "City," and the International Association of Fire Fighters, Local Union No. 27, hereinafter referred to as the "Union," governing wages, hours, and working conditions for certain employees of the Seattle Fire Department.

1.2 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 2 - RECOGNITION AND BARGAINING UNIT

2.1 The City hereby recognizes the Union as the exclusive bargaining representative of all uniformed employees of the Seattle Fire Department, holding the rank or position of Recruit Fire Fighter, Fire Fighter, Fire Lieutenant, Fire Captain, Fire Boat Pilot, and Fire Boat Engineer.

## ARTICLE 3 - UNION ENGAGEMENT

3.1. The City and 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.

3.1.2 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.

3.2 Neither party shall discriminate against any employee or applicant for employment because of membership in 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.

3.3 The City shall make deductions on a regular basis from an employee's pay for the regular Union dues and initiation fees; 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.

3.4 The Union recognizes that it has the exclusive responsibility to notify employees of their obligations 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.

3.5 IAFF Local 27, the Seattle Fire Department, and the City of Seattle share a commitment to attracting and retaining a skilled workforce that reflects the diversity of our community. We believe that diversity makes us stronger and furthers the City of Seattle's commitment to Workforce Equity. We will continue to partner in recruitment and workforce development initiatives to increase the participation of historically marginalized groups in fire protection and emergency medical services.

ARTICLE 4 - SALARY SCALES

4.1 The minimum salaries to be paid by the City to employees in the bargaining unit during the period of this Agreement are set forth in Appendix A of this Agreement in accordance with the following standardized schedule:

<u>Classification</u>	<u>Step</u>	<u>Formula</u>
Fire Fighter	Step 1 (Entry)	80% of Top Step Fire Fighter
	Step 2 (6 mos.)	85% of Top Step Fire Fighter
	Step 3 (18 mos.)	90% of Top Step Fire Fighter
	Step 4 (30 mos.)	95% of Top Step Fire Fighter
	Step 5 (42 mos.)	100% of Top Step Fire Fighter
Fire Lieutenant	Step 1 (Entry)	110% of Top Step Fire Fighter
	Step 2 (6 mos.)	115% of Top Step Fire Fighter
Fire Captain	Step 1 (Entry)	110% of Top Step Fire Lieutenant
	Step 2 (6 mos.)	115% of Top Step Fire Lieutenant
Fireboat Engineer and Pilot	Step 1 (Entry)	110% of Top Step Fire Lieutenant
	Step 2 (6 mos.)	115% of Top Step Fire Lieutenant

4.2 Effective December 31, 2021, the hourly rate of pay for employees covered by this Agreement shall be determined with the following formulas:

Monthly salary X 12 ÷ (52.2 x 45.23) = Hourly rate of pay for Operations Division (24-hour shift) schedules

Monthly salary X 12 ÷ (52.2 X 42) = Hourly rate of pay for Fire Alarm Center (FAC) , Medical Services Officer (MSO) schedule and Staff 10. (Staff 10 hourly rate of pay will become effective 30 days after signing of this agreement.)

or

Annual salary ÷ (52.2 X 40) = Hourly rate of pay for all other division schedule

4.3. Effective January 1, 2022, employees assigned to the Operations Division who work, or are otherwise entitled to pay, shall be paid for 90.46 hours a pay period regardless of the number of hours actually worked. The biweekly pay of fire fighters who are absent from scheduled work and are in a non-pay status for less than two shifts during the pay period shall be computed by subtracting the number of hours absent from 90.46 and multiplying by the hourly rate of pay. When unpaid absence equals two or more scheduled working shifts in one pay period, payment will be made only for time worked.

4.4 Employees assigned to the Fire Alarm Center (FAC) , the Fire Investigation Unit , Medical Services Officers and Staff 10, who work, or are otherwise entitled to pay, shall be paid for 84 hours a pay period regardless of the number of hours actually worked, effective 30 days after the agreement is signed. The biweekly pay of fire fighters who are absent from scheduled work and are in a non-pay status for less than two shifts during the pay period shall be computed by subtracting the number of hours absent from 84 and multiplying by the hourly rate of pay. When unpaid absence equals two or more scheduled working shifts in one pay period, payment will be made only for time worked.

4.5 Employees assigned to other than the Operations Division 24-hour shift schedule or the Fire Alarm Center (FAC) schedule who work, or are otherwise entitled to pay, shall be paid for 80 hours a pay period regardless of the number of hours actually worked. The biweekly pay of fire fighters who are absent from scheduled work and are in a non-pay status for less than two shifts during the pay period shall be computed by subtracting the number of hours absent from 80 and multiplying by the hourly rate of pay. When unpaid absence equals two or more scheduled working shifts in one pay period, payment will be made only for time worked.

4.6 When an employee's number of actual hours worked are affected by Daylight Savings Time adjustments, the employee shall not be compensated for any additional time worked as a result of said adjustments, nor shall their compensation be reduced for working less time as a result of said adjustments.

4.7 In the event an employee covered by this Agreement leaves the service of the Fire Department and within a year the Fire Department re-hires said employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which is closest to the salary earned at the time of the original termination. Return from disability retirement shall be governed by applicable state law.

## ARTICLE 5 - HOURS OF DUTY

5.1.1 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 in accordance with the past practices of the Seattle Fire Department; provided, however, that the employees working in the Operations Division shall work a base schedule of a twenty-four (24) hour shift.

5.1.2 The Operations Division schedule shall consist of four platoons working 24-hour shifts, rotating in a continual cycle.

5.1.3 Each employee working in the Operations Division, including assignment to the Fire Boat, shall be assigned a work number consisting of the employee's assigned platoon (A, B, C, D) and a number 1-13. 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 debit shifts.

5.1.3.1 Employees assigned as Staff 10 shall no longer be assigned to work debit days, effective thirty (30) days after the agreement is signed.

5.1.4 Assigned debit for Operations Division employees may be administratively rescheduled by mutual agreement of the employee and the Fire Chief or his designee. An agreed upon trade must be worked prior to the next scheduled debit shift.

5.1.5 Employees in the Operations Division shall be scheduled to work twenty-eight (28) shifts per one hundred four (104) day debit cycle. Usually this will be twenty-six (26) days on the assigned shift and two (2) debit days. If, due to a transfer, an employee is not scheduled to work twenty-eight (28) shifts during the cycle, the Department will assign additional shifts or provide time off so that the employee is scheduled for twenty-eight (28) shifts.

5.1.6.1 Employees in the Operations Division may work consecutive twenty-four (24) hour shifts and twelve (12) hour shifts up to a maximum of sixty (60) consecutive hours in Operations.

5.1.6.2 The City recognizes the potential impacts of increased work hours, and longer duration shifts on employees when staffing is low and will support employee health and safety.

5.1.6.3 When a member works twenty (20) or more hours it is considered a full shift. Members who are hired by the Department for fewer than twenty (20) hours, or are released from duty prior to the twenty (20) hour threshold, will not be considered as having worked a full shift. Utilization of special relief or merit trades will not affect the twenty (20) hour full shift definition.



5.1.6.4 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 his or her supervisor and request time off using sick leave, merits or other personal compensatory time.

5.2.1 For purposes of this Article, the word "assignment" shall mean permanent assignment as opposed to temporary transfer. "Transfer" shall mean a change in an employee's permanent assignment. "Temporary transfer" shall mean working in an acting position or at another location for a specific or indefinite period of time. A temporary transfer is not permanent.

5.2.2 Employees detailed by the Department for training purposes shall continue to receive the premium pay associated with their permanent assignment, until officially transferred. Premium pay will not be received unless the detail is initiated by the Department. Premium pay positions shall remain available for reassignment from a training detail for a period of up to six (6) months. During the applicable training period, the Department will detail a replacement employee, who, upon appropriate certification, shall receive the premium pay. Employees detailed to a higher classification shall have their premium pay discontinued through the period of such detail, and shall receive the pay associated with the higher classification.

5.2.3 If an employee is assigned or detailed to a premium pay area of work in which they are trained, the premium will be received. When employees assigned or detailed to the Fire Marshal's Office are performing individual inspections (single and without assistance), even if the employee is in training, the premium will be received.

5.2.4 A member planning to leave an Administrative position will give four months notice of such intent. Upon receiving such notice, the Department will advertise and fill the vacancy. The department will provide the member who will be filling the Administrative position at least sixty (60) days' notice of the transfer date, however, if it is the members request the department will provide at least thirty (30) days' notice, unless the member voluntarily agrees to less notice. Under special circumstances where these notice provisions cannot be met, the parties agree to waive these timelines.

5.2.5 Upon agreement by an employee, the Department may, within the employee's regularly scheduled shift, detail and return from the detail the employee to a unit working a different shift without an adjustment in hours or pay.

5.2.6 For training purposes the City may change the work schedule of Operations Division employees to a forty (40) hour work schedule for periods up to fourteen (14) calendar days. This training schedule may reduce but will not increase the number of hours the employee is scheduled to work. Whether hours are reduced or not, employees shall receive their regular Operations Division pay.

5.2.7 The City and Local 27 recognize the value and importance of Human Resources, Race and Social Justice and Leadership topics. Management can require employees to participate in a maximum of sixteen (16) hours per year of required off-shift training related to Human Resources, Race and Social Justice and/or Leadership topics. Management will work with the Union through the labor management committee to determine a training delivery plan. Employees who are unable to attend the required training due to personal commitments or unanticipated events will be offered opportunities to make up the training when practicable.

5.2.8 Employees will have at least twenty-four (24) hours off duty before and after a change of schedule within Operations or between 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.

5.3.1 Employees assigned to the Fire Alarm Center (FAC) shall work a schedule which averages forty-two (42) hours per week.

5.3.2 The schedule shall consist of four platoons working twenty-four (24) hour shifts rotating in the following manner: A, D, B, C, D, A, C, B (continuing) which corresponds with the Operations Division work schedule.

5.3.3 When in the judgment of the supervising officer, rest breaks will not interfere with the workload of the dispatchers or in any way compromise the operation of the FAC, rest breaks will be permitted.

5.4 The Fire Investigation work schedule may be changed per mutual agreement. In all cases, the employees assigned to the Fire Investigation Unit shall work a schedule which averages forty-two (42) hours per week.

5.5 All employees not addressed in the preceding sections shall be scheduled to work forty (40) hours per week by either scheduling five consecutive days of eight (8) hours or four (4) consecutive days of ten (10) hours or other schedule agreed to by mutual agreement between the City and the Union.

5.6 Operations Medical Service Officers (Ops MSO) shall work a schedule which averages forty-two (42) hours per week. Administrative Captain Paramedic and Administrative Lieutenant Paramedics shall work a schedule which equals 40 hours per week in accordance with Article 5.5 above.

5.6.1 The City may create up to four (4) Battalion 3 Lieutenant Paramedic Field Training Officers (FTO), one (1) for each platoon. The non-exclusive list of duties of such positions shall include working as a paramedic in support of paramedic staffing, training of new members coming out of paramedic training, training of members coming out of disability, development and delivery of Advanced Life Support (ALS) Competency

Based Training (CBT), and research, development, and delivery of ALS, Basic Life Support (BLS) Quality Improvement (QI). The City agrees to engage Local 27 in impact bargaining prior to implementation of this program. The City maintains the right to assign other duties and agrees to impact bargain any additional changes to duties as required.

5.6.2 The City and Local 27 agree that a Battalion 3 Medical Service Officer (MSO) rotation program will be developed collaboratively and the City agrees to engage Local 27 in impact bargaining prior to implementation of this program.

5.7.1 Employees selected and assigned as Paramedic students shall work a schedule as established in accordance with the requirements of paramedic training including those hours of classroom attendance, clinical, laboratory, and other procedural training as well as the hours scheduled for examination, tests, drills, or other evaluation.

5.7.2 Members accepted as a Paramedic Student, but not yet assigned to Battalion 3, shall be provided with forty-eight (48) hours of on duty release time on June 1<sup>st</sup> to be used for Anatomy and Physiology preparatory training. All hours must be used during the training with a minimum of four (4) hour increments taken for each use. On duty release time hours may not be carried over once the training has been completed.

5.7.3 Employees identified as Paramedic students shall not perform nor be assigned to perform Operational Division duties other than the general maintenance and custodial duties associated with Battalion 3 personnel; provided, however, such students may be called to perform emergency response duties in major alarm calls designated as a "4-11" or greater response.

5.7.4 Paramedics may be granted a temporary transfer to an Engine Company upon request for up to three (3) months annually, provided that a long-term vacancy exists.

5.7.5 Members accepted as Paramedic students and temporarily transferred to the Paramedic Training Program have a right to return to their previous assignment for the duration of their participation in the Paramedic Training Program until they are permanently assigned to Battalion 3.

5.8 Employees assigned to any new Aid Cars may work twelve (12) hour shifts at the department's discretion.

5.9.1 Standby. Off duty standby assignments shall be for a fixed predetermined period of time. Employees formally placed on off-duty standby status by the Fire Chief or their designee shall be compensated on the basis of ten percent (10%) of straight time pay. If the employee is actually called back to work, the off-duty standby premium shall cease at that time. Thereafter, normal overtime rules apply.

5.9.2 Standby time at the ten percent (10%) rate shall be that defined period of off-duty time during which an employee is required by the Department to remain on call or at home in a state of readiness to respond to duty at a moment's notice.

## ARTICLE 6 - OVERTIME

6.1.1 Hours of duty outside of regular duty hours shall be considered overtime in accordance with prevailing Department practices. All overtime compensation shall be at the rate of time one and one-half (1-1/2). Such overtime compensation shall be in the form of pay or, if mutually agreeable between the affected employee and the City, in the form of compensatory time.

6.1.2 Any overtime earned after the Fair Labor Standards Act threshold of two hundred twelve (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.

6.1.3 Overtime worked pursuant to grant reimbursable activity shall be compensated at the overtime rate in the form of pay and shall not be taken as compensatory time. The Department shall notify employees in each instance that overtime is grant reimbursable overtime, and that as such, that overtime may not be taken in compensatory time.

6.1.4 Overtime as described in Section 6.1.1, shall be paid for actual time worked provided such overtime is authorized by the appointing authority.

6.2 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 time and one-half (1 ½) the 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.

6.3 Other than for shift extension time, as described in 6.2, employees working outside of their regular hours shall be hired for overtime or assigned work for a minimum of four (4) hours, except that participation in virtual meetings shall be paid for actual time worked, rounded up to the next half hour, effective thirty (30) days after this agreement is signed. 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 regular straight time hourly rate rounded up to the nearest next half-hour for time worked thereafter.

6.4 Employees who are held over for staffing replacement shall be relieved of duty as soon as the replacement employee reports for duty. The Department has the right to keep all Fire Companies in service. This shall be accomplished without holding employees over past their shifts, when possible.

6.5 Fire Fighters shall be called back under the following rules insofar as volunteers are available:

Two (2) overtime lists will be maintained by the Department, one for Operations overtime, and the other one for Special overtime. Special overtime is defined as any overtime that is not dedicated to maintaining budgeted minimum staffing in Operations (e.g. Special Events). All overtime shall be logged in one of these two (2) lists. These two (2) lists shall conform to the following rules.

- a. Two (2) new overtime calling lists will be made established on October 1st each year for those employees desiring overtime. All previous overtime hours shall at that time be deleted.
- b. "Availability" shall be determined by one phone call to the number provided by the employee in the Department overtime hiring program.
- c. An Overtime "Threshold" shall be established as 360 hours on October 1st of each year.
- d. Employees whose number of hours worked (Operations or Special) is below the "Threshold" will be selected for overtime based only on their number of hours worked regardless of their number of full shifts worked, and then if tied, based on seniority with the senior member having preference.
- e. Employees whose number of hours worked (Operations or Special) is at or above the "Threshold" will be selected as follows:
  - Operations overtime will be based on the number of full shifts worked, and then if tied, by the number of hours worked, and then if tied, based on seniority with the senior member having preference.
  - Special Overtime will be based only on their number of hours worked regardless of their number of full shifts worked, and then if tied, based on seniority with the senior member having preference.
- f. Overtime assignments shall be accepted only by the employee.
- g. Employees contacted for Operations overtime work who refuse the assignment will be charged with a shift worked (unless the member is called after 2000 hours the night before the requested overtime date). However, members shall not be charged an overtime shift worked if they are unable to report for a previously-agreed-to overtime shift due to an occupational or non - occupational injury or illness or the care of a dependent, in accordance with SMC 4.24. Under these circumstances members are required to promptly notify Staff 10 by telephone. If Staff 10 is unavailable by telephone members are required to leave a message that includes: name, injury/illness number, assignment, date of overtime shift, and

the reason for their inability to report for duty. No personal medical information should be reported.

h. An employee may decline an agreed-to overtime shift (if it is a consecutive shift,) if they determine that they are not able to perform their duties safely and effectively. The employee will not be credited with a shift worked.

i. Overtime worked to maintain budgeted minimum staffing in the Operations Division, which is less than twenty (20) consecutive hours shall not count as a full shift worked.

j. Members shall not sign up or work Operations or Special overtime on a Merit Off, a Saved Vacation Day, Off Without Pay, Paid Parental Leave, Family Medical Leave, or Paid Family Care Leave.

k. Employees in the Operations Division may work consecutive twenty – four (24) hour shifts and twelve (12) hour shifts up to a maximum of consecutive sixty (60) hours. Employees must be off for twelve (12) hours directly before and after working a consecutive sixty (60) – hour shift before they are eligible to work another full-shift overtime. However, employees may work Special Overtime during the twelve (12) hours directly before and after working consecutive shift(s). 12-Hour AM Aid Car shifts, while scheduled 0900-2100 are considered for the purpose of this section to be 0800-2000.

1. This provision shall be in accordance with 5.1.6.2.

2. Holdovers that are not prearranged that are caused due to normal relief issues will be exempt from this provision.

l. Members shall not sign up on the overtime eligibility lists in violation of these rules and members shall notify Staff 10 of their ineligibility if called.

m. Members found to be in violation of rules 6.5j, 6.5k, and 16.6. shall be subject to the following:

- First offense: Seventy-two (72) hours shall be added to the member's overtime register.

- Second offense: Eligibility to sign-up or work overtime shall be revoked for a period of six (6) months. At the end of six (6) months the member's overtime hours and shifts shall be adjusted by adding the average number of overtime hours and shifts worked by all members during that six (6) month period.

n. Members are responsible for monitoring their state of readiness. If 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 his or her

supervisor and request time off using sick leave, merits or other personal compensatory time.

o. The provisions of sections 6.5.d, and 6.5.e shall not apply to callbacks for emergencies or multiple alarms.

p. The Union shall be granted access to all of the Department's Operations and Special overtime lists.

q. Overtime in the Operations Division shall be filled by personnel employees assigned to the Operations Division. However, employees assigned to Administrative positions may work overtime in Operations in accordance with the Admin to Ops MOA attached to this document.

r. Special Event Overtime

1. The following members are permitted to sign up for "Special Event," (non-suppression) overtime.

a. Fire fighters assigned to Operations.

b. Lieutenants and Captains assigned to Operations.

c. Probationary Fire Fighters who have completed two (2) months in Operations, with two (2) consecutive satisfactory ratings on their monthly evaluations.

d. Administrative positions, with specific conditions, as determined by their supervisor:

2. The priority for hiring Fire Fighter EMT Special Event, non-suppression overtime will be as follows:

a. Fire Fighters, Administrative Fire Fighters

b. Lieutenants and Administrative Lieutenants

c. Captains and Administrative Captains

d. Eligible Probationary Fire Fighters.

s. 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, and in a manner agreed to by the City and the Union.

6.6 When overtime hiring is necessary to meet the minimum staffing level of the Department, vacancies shall be filled by employees of equal rank for Fire Fighters, Lieutenants and Captains and equal position for Fire Boat Pilots and Fire Boat Engineers; provided such employees have signed up to work on the voluntary overtime list and are available to work. The designation of apparatus driver is not considered to be a separate



"rank." Lieutenants and Captains shall be interchangeable for hiring purposes in the Hazardous Materials Team, Decontamination Team (E27), Rescue 1, Fireboat (E4), Rescue Boat 5 (E5), Ship fire, Landslide, Tunnel Rescue Team (E36), the Energy Response Team, and Battalion 3 (Battalion 3 will take effect 30 days after the signing of this agreement)

6.7 An officer vacancy within companies at full strength may be filled by an acting officer without hiring overtime.

6.7.1 An officer vacancy within a company below full strength that is the result of the absence of the Union President from that company may be filled by an acting officer from that company.

6.8 In the event of a long-term officer vacancy, the Department may temporarily transfer an employee to perform the duties as an acting officer.

6.9 Eligibility for overtime in the fire fighter position shall be restricted to employees who have successfully completed their probation; provided such employees have signed up to work on the voluntary overtime list and are available to work. Excepting those employees identified in 6.9.1.

6.9.1 Effective January 1, 2022, probationary Fire fighters who have completed two (2) months in Operations with two (2) consecutive satisfactory ratings on their monthly evaluations may be hired from the Voluntary Overtime List in accordance with Article 6.5 to fill fire fighter vacancies only as position #3 on Engine companies, provided that the regular fire fighter list has been exhausted and hiring is completed no earlier than 24 - hours prior to the work shift. Probationary fire fighters may only be hired onto an Engine Company as Position #3, and only with a Lieutenant or a Captain, or a Long Term Acting Lieutenant. Probationary fire fighters who have completed ten (10) months in Operations with two (2) consecutive satisfactory ratings on their monthly evaluations may be hired onto an Aid Car with a Lieutenant or a Captain, a Long-Term Acting Lieutenant, or a regular fire fighter. In either case a probationary fire fighter may not work beside another probationary fire fighter on the tailboard or on an Aid Car.

6.9.2 Probationary fire fighters shall only be detailed to a truck company for up to six (6) 12- hour shifts as a fifth (5th) person.

6.9.3 Officers (Lieutenants and Captains) may be assigned to work overtime on an Aid Car, and they may also perform as the Driver if appropriately certified.

6.9.4 All Lieutenants and Captains shall be offered the opportunity to receive the appropriate driver training necessary to operate Aid Cars during emergency responses and may be hired from the voluntary overtime list in accordance with Article 6 of the collective bargaining agreement to fill vacancies on Aid Cars, provided that the fire fighter list has been exhausted. i.e., the hiring order shall be Fire Fighter, Officer, Probationary Fire Fighter.

6.10 Employees requested or required to assist Fire Companies at an emergency while on off-duty time, with the prior approval before going to work of the ranking officer, or a Battalion Chief at the scene of the emergency, will be paid a minimum of one (1) hour at the rate of time and one-half (1- ½) their straight time rate of pay. This Section shall not be referred to when Fire Fighters are called out on an emergency as per Section 6.2 and 6.3 of this Article.

6.11 Employees called back for disciplinary hearings on their regular time off to appear as a witness on behalf of the Fire Department shall be compensated at the rate of time and one-half (1- ½) except in cases where postponements have been requested by the Union.

6.12 Employees shall receive pay at time and one-half (1- ½) for actual time worked, but no less than fifteen (15) minutes, when they are notified while off-duty via phone or text message for any of the following reasons: a) notice of a detail to another station b) the employee had accepted an overtime assignment and is notified by the hiring authority prior to reporting for duty that the overtime assignment has been cancelled, or c) the employee is directed by the court or court representative to contact the court by telephone on a specific off-duty date and time regarding a duty-related matter, or d) when the employee is contacted at home by a ranking officer of the Department for Department related business.

6.13 The City shall not require or expect employees to utilize any personal electronic devices for work-related purposes while off duty, such as for details, work locations, staffing needs, or overtime hiring, and employees shall not be adversely affected if they choose not to use personal electronic devices for any work-related purposes.

6.14 The overtime policies in the Fire Alarm Center, Fire Marshal's Office, Training Division, Battalion 3 and Fire Investigation Unit shall be administered per division policy as mutually agreed to by the City and the Union, with the exception of twenty-four (24) hour shift extensions and equal rank hiring, which shall be administered Departmentwide, as described in Section 6.2 and Section 6.6.

## ARTICLE 7 - TEMPORARY DETAIL TO HIGHER POSITIONS

7.1 An employee who is detailed to and performs the duties in a position of a higher rank for an hour or more shall be paid at the first pay step of the rank immediately above that of the detailed employee for all hours worked in said assignment.

7.2.1 Company Captains will designate a Lieutenant as the Acting Captain. When a Company Captain is absent and a Captain does not fill the vacancy, the designated Lieutenant shall receive acting Captain's pay for the shift(s) worked following the Captain's absence. The Acting Captain will receive acting pay equal to the number of shifts the Captain was absent.

7.2.2 Acting Captain's pay as described in 7.2.1 shall not apply when Company Captains make shift trades with Lieutenants within their respective companies. However, acting Captain's pay shall apply when trades are with Lieutenants from other companies.

7.3 An employee who is detailed to and performs the duties of an apparatus driver for an hour or more shall be paid the Driver's pay provided in Appendix A for all hours worked in said assignment.

7.4 An employee who is detailed to and performs the duties of a Fire Boat Pilot or Engineer for an hour or more shall be paid at the first pay step of Pilot or Engineer for all hours worked in said assignment. An employee who is trained in the safe operation of the boat may be detailed to and perform the duties of a Fire Boat deckhand and shall receive the premium pay associated with the Fire Boat, as provided in Appendix A.

7.5 An employee who is detailed to and performs the duties as part of the minimum staffing at the Fire Alarm Center shall receive dispatcher pay for each hour worked at the FAC.

7.6 The following rules shall apply to the detail-to-higher-position provisions:

- a. Nothing shall prevent the Department from alternating employees in and out of such assignments for a full shift to provide experience to a greater number of employees. Nor shall the Department be prevented from filling positions by transfer or any other method with employees of the same or higher rank as that of the absent officer.
- b. Higher rates of pay for temporary detail to a higher position are paid only for time worked in the higher classification and not for any paid leave including LEOFF I disability leave.

7.7 In order to prepare Captains for promotion to Battalion Chief, and/or to act as a Battalion Chief, a Battalion Chief training program is established.

7.7.1 The Battalion Chief training program will involve both classroom training (Academy) and field orientation.

- a. Classroom: After a promotional list is published, Captains on the Battalion Chief promotional register shall be offered the opportunity to participate in the Battalion Chief's Academy which shall be a 5-day (40 hours) training program that requires the member to be detailed to administration.
- b. Field Orientation: Captains on the Battalion Chief promotional register shall be offered the opportunity on a voluntary basis to participate in the Pre-Battalion Chief field orientation program which shall be a 5-day (40-hours) training program that requires the member to be detailed to administration. Captains will be provided an SFD vehicle for transportation.

7.7.2 The Department reserves the right to make changes and/or implement changes to this program. The department agrees to provide notice of any changes and the opportunity for Local 27 to bargain the impacts.

7.7.3 Participation in this program is not required for promotion, however, only Captains who have completed the Battalion Chief's Training Academy and the Pre-Battalion Chief field orientation program may be assigned and work as an Acting Battalion Chief.

## ARTICLE 8 - HOLIDAYS AND HOLIDAY COMPENSATION

8.1.1 The following days shall be holidays:

New Year's Day (January 1)

Martin Luther King Day (third Monday in January)

Presidents' Day (third Monday in February)

Memorial Day (last Monday in May)

Juneteenth (June 19<sup>th</sup>)

Independence Day (July 4)

Labor Day (first Monday in September)

Indigenous Peoples Day (second Monday in October)

Veteran's Day (November 11)

Thanksgiving Day (fourth Thursday of November)

Day After Thanksgiving Day

Christmas Day (December 25)

8.1.2 Employees covered by this Agreement who are working a forty (40) hour workweek consisting of five (5) eight (8) hour shifts or four (4) ten 10 hour shifts shall normally receive the holidays listed in Section 8.1 off duty with full pay.

8.1.3 For employees identified in 8.1.2, in the event that one of the holidays listed in Section 8.1 occurs on a day when the employee is not scheduled to work, the Department shall designate as the holiday shift the shift immediately preceding or immediately following the holiday.

8.1.4 Employees identified in 8.1.2 who are required to work on a designated holiday shall be assigned work for a minimum of four (4) hours and shall receive compensatory time off equivalent to the regular number of scheduled hours and shall be paid time and one-half (1-½) the regular straight time hourly rate for time actually worked. The designated holiday shall be the day identified by the Department, as explained in 8.1.3.

8.1.5 Employees identified in 8.1.2 shall be eligible for two (2) additional personal holidays per calendar year. The first personal holiday shall be available to those

employees who work in such assignment on or before February 12th of a calendar year. The second personal holiday shall be available to employees who work in such assignment for at least six (6) consecutive months. Personal holidays shall be scheduled in the same manner as earned vacation days. The Department shall make good faith efforts to accommodate personal holiday requests.

8.1.6 Members temporarily detailed to a forty (40) hour schedule are not eligible for the compensatory time off described in 8.1.4.

8.2 Employees in the Operations Division, who work during the holiday time periods described below in 8.2.1 shall be paid time and one-half (1-1/2) their straight-time rate of pay commencing 0800 hours on the holiday and ending 0800 hours on the following day, for each hour worked during said periods.

8.2.1 Employees in the Fire Alarm Center and Fire Investigation Unit, who work during the holiday time periods described below shall be paid time and one-half (1-1/2) their straight-time rate of pay for each hour worked during said periods.

New Year's Day (January 1)

Martin Luther King Day (third Monday in January)

Presidents' Day (third Monday in February)

Memorial Day (last Monday in May)

Juneteenth (June 19<sup>th</sup>)

Independence Day (July 4)

Labor Day (first Monday in September)

Indigenous Peoples Day (second Monday in October)

Thanksgiving Day (fourth Thursday of November)

Day After Thanksgiving Day

Christmas Eve (December 24)

Christmas Day (December 25)

New Year's Eve (December 31)

8.3 There shall be no pyramiding of the overtime and holiday premium pay provided herein.

8.4 Holiday Routine activities consist of emergency duties, routine station work, apparatus maintenance, and watch duties. Training or instructional sessions are not to be conducted except as dictated by an unanticipated emergency and under the direct order of the Fire Chief. Holiday Routine applies to New Year's Day, Easter, Independence Day, Labor Day, Thanksgiving, and Christmas. All other holidays are conducted as normal workdays.

ARTICLE 9 - VACATIONS AND COMPENSATORY TIME

9.1.1 Each employee working a twenty-four (24) hour shift schedule shall be granted a vacation in accordance with the following schedule:

1 thru 6 yrs. service	192 hours
7 thru 14 yrs. service	216 hours
15 thru 19 yrs. service	240 hours
20 yrs. service	264 hours
21 thru 24 yrs. service	288 hours
25 years' service	312 hours
26 or more years' service	336 hours

9.1.2 Each employee working an average forty (40) hour work week shall be granted a vacation in accordance with the following schedule:

1 thru 6 yrs. service	106 hours
7 thru 14 yrs. service	127 hours
15 thru 19 yrs. service	149 hours
20 yrs. service	170 hours
21 thru 24 yrs. service	191 hours
25 years' service	212 hours
26 or more years' service	234 hours

9.2.1 Operations Division employees (refer to 9.3.1.a. below) shall utilize a vacation grid for each platoon to schedule vacations. The maximum number of lines on the grid shall be determined for each platoon by adding up the eligible Operations Division employees' scheduled vacation days (to include holiday offs) to be scheduled and dividing this sum by the number of days the platoon works in the year. When the result is a fraction, the result shall be rounded up to the next whole number. After the fraction is rounded up, one additional grid line shall be added to the result.

9.2.2 Earned vacation hours in 9.1.1 reflects the addition of seventy-two (72) hours of holiday off time. The practice of scheduling holiday offs shall be discontinued.

9.2.3 The City will agree to make every effort to maintain vacation credits of employees who are covered by this Agreement which are earned on an annual basis.

9.2.4 The vacation shift allocation shall be proportionately reduced in the next year should an employee, in the current year, be placed on leave of absence without pay for more than thirty (30) calendar days.

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



9.3.1 Vacations shall be scheduled in accordance with the following rules:

- a. All Operations Division members who are not entitled to Unscheduled Vacations shall participate in the vacation grid selection process.
- b. Captains, Fire Boat Pilots, Fire Boat Engineers, Staff 10, Medical Service Officers and members in the Staffing Pool who have been transferred to another platoon as a result of their inclusion in the Staffing Pool are entitled to Unscheduled Vacation and may participate in the vacation grid selection process.
- c. Vacation scheduling shall be conducted in a manner mutually agreed upon by Local 27 and the City of Seattle.
- d. There shall be five (5) rounds of selection. Members are not required to participate in each round, provided that the member schedules all vacation days required to be used during the year by the close of round 5.
  1. In round 1, members shall have the opportunity to schedule vacation on contract shifts.
  2. In round 2, those members participating shall schedule one block of vacation day(s). The term “block” will be defined in the annual vacation grid questionnaire. A “block” may not exceed seven (7) shifts during the months of June, July, August, and September.
  3. In round 3, members may schedule vacation days in any combination that fits within the Grid.
  4. In round 4, members may schedule vacation days on individual debit days if available in the Grid.
  5. In round 5, members shall schedule the remainder of vacation days in any combination that fits within the Grid.
- e. The order in which employees choose vacation on each platoon shall be by seniority in the Fire Department.
- f. Operations members shall be notified in writing, prior to the beginning of the next year, of the vacation days they have been granted, in accordance with past practice.

9.3.2 Beginning with the Vacation Scheduling Process in 2020, following one full calendar year of employment, an employee may save ninety-six (96) hours of vacation annually, subject to the following:

- a. The number of saved vacation hours shall not exceed one and one-half (1-½) times the number of annual vacation hours for which such employee is currently eligible.
- b. Requests to save vacation hours must be made at the time vacations are being scheduled.
- c. Requests to use saved vacation hours in addition to hours available on the grid may be granted only with the approval of the Fire Chief or his designee in the event the Department is significantly overstaffed.

9.4 An employee who is unable to take their regularly scheduled vacation, or portion thereof, as a result of disability, military leave, or other work-related reason approved by the Fire Chief shall have said vacation held over to the next calendar year. Vacation held over for the above-stated reasons must be scheduled and taken in the following year. Work-related vacation carry-over due to workload must be requested and approved by August 15th. All vacation held over, for the reasons stated above, shall be included in the vacation grid calculation set forth in section 9.3.1. The grid calculation shall include an estimate of the number of regularly scheduled vacation shifts that will be missed due to disability, military leave and other work-related reasons that have not been accounted for during the vacation questionnaire process and have been excluded from the initial grid calculation, but will be held over for the next year and scheduled within the grid. The estimate will be based upon an average of the previous three (3) years actual count of vacation shifts held over that, for the reasons stated above, were not included in the vacation questionnaire process and excluded from those initial grid calculations. If the carry over vacation is not scheduled by February 15<sup>th</sup> of the following year, the Department will schedule the vacation for the Employee.

9.5 Vacation policies in the Fire Alarm Center, Fire Marshal's Office, Training Division, and Fire Investigation Unit shall be administered per division policy as mutually agreed by the City and the Union.

9.6 For Captains, Fireboat Pilots, Fireboat Engineers, Staff 10, Medical Service Officers and members in the Staffing Pool, the Department will continue the practice of granting unscheduled vacation days.

9.7 The Fire Department may grant trades of vacation shifts.

9.8.1 Employees assigned to the Operations Division may use accumulated compensatory time, saved vacation or leave without pay for days off on a first come first serve basis up to the number of slots established in Section 9.8.2, provided that, employees may only take up to two (2) shifts per year of Leave Without Pay (LWP) limited to one (1) shift between January and June and one (1) shift between July and December.

9.8.2 Up to four (4) slots on the accumulated compensatory time, saved vacation, and leave without pay side of the grid may be used in half-shift increments (twelve (12)

hours). The twelve (12) hour periods will be from 0800 to 2000 hours and from 2000 to 0800 hours.

9.8.3 On a platoon basis, the number of available slots shall be nine (9) and increased or decreased by a number equal to the difference between the actual number of grid lines on the vacation grid for the year and the number of lines on the baseline vacation grid. On a platoon basis, the number of lines on the baseline vacation grid shall be calculated by dividing the platoon (earned, disability/work related reason carryovers, and saved) vacation accrual shifts for eligible employees by the number of platoon shifts for the year and then multiplying the result by 6,668 shifts divided by total vacation accrual shifts, and then add one (1) grid line and round up. (For example, if the actual vacation grid resulted in fourteen (14) lines and the baseline vacation grid resulted in eighteen (18) lines, the number of available slots shall be increased by four (4) to equal thirteen (13) available slots per day.)

9.8.4 More than the number of employees calculated in Section 9.8.2 may be granted such time off only by order of the Fire Chief or his designee.

9.8.5 The Department will maintain a time and date stamped system for employees to use when requesting saved vacation days or accumulated compensatory time. Employees are responsible for verifying that they have been granted time off. Unless the employee has received such verification, he or she must come to work on the scheduled shift.

9.8.6 Employees may request time off for accumulated compensatory time, saved vacation, or leave without pay, as described above in section 9.8.1, up to two (2) calendar months in advance. Up to two (2) calendar months is defined as the day of the month, two (2) months previous, which is the same number or closest to it in the event that the number does not occur in that month. (For example, if a member would like time off on March 1, the earliest the member could make the time off request would be the first day of January. Similarly, if a member makes a time off request on December 31, the last day the member could take the requested leave would be the last day of February, not March 3.)

9.9 Employees may cancel granted time off (unscheduled vacation for titles identified in Article 9.3.1(b), saved vacation, compensatory time or leave without pay) up to twenty (20) hours before the start of the shift taken off. Granted time off may not be cancelled if requested less than twenty (20) hours before the start of the shift taken off.

9.10 The Department will cancel all scheduled time off when employees are detailed to an Administrative assignment, except for trades that were scheduled prior to the known detail. The department will make every effort to accommodate existing scheduled time off.

9.11 In recognition of the impact of the conversion of holiday time off to vacation, after the completion of recruit school and until the member is included in the vacation grid, he or she may use accrued vacation according to the following schedule only if it fits within

the existing vacation grid. Members who are transferred to Operations prior to February 28 shall be allowed to use up to three (3) shifts, prior to June 30 shall be allowed to use up to two (2) shifts, and prior to October 31 shall be allowed to use up to one (1) shift. Any vacation shift so used shall be deducted from the member's vacation balance.

9.12 Employees in the Operations Division and the Fire Alarm Center (FAC) shall be credited with eight (8) hours of compensatory time effective September 1 of each year of this agreement.

ARTICLE 10 - PERSONAL LEAVE, MODIFIED DUTY, LONG-TERM DISABILITY AND  
MERP

10.1 For purposes of administration of this Article, a close relative is defined to include spouse or domestic partner, child, parent, sibling, grandchildren and grandparents of employee and spouse or domestic partner. "Child" shall be defined as every natural born child, stepchild, child legally adopted or made a legal ward of the employee.

FUNERAL AND BEREAVEMENT LEAVE

10.2.1 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 as funeral leave in the event of a death of a close relative. The second shift off is applicable only in instances where total travel of two hundred (200) miles or more is necessary. The intent of this provision 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.

10.2.2 Twenty-four (24) hour shift employees shall receive one (1) shift off duty with pay as funeral leave to attend or make arrangements for the funeral of a close relative.

10.2.3 Employees notified of a death in the family while on duty shall be immediately excused from work for the balance of the shift, as funeral leave, 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. Time worked for less than twenty (20) consecutive hours shall not count as an overtime shift worked.

10.2.4 For twenty-four (24) hour shift employees, sick leave may be used as bereavement leave, for up to a maximum of two (2) shifts, with the express approval of the Fire Chief or their designee, for close relatives or other relatives. For all other employees, sick leave may be used for bereavement purposes, up to a maximum of thirty-two (32) hours with the express approval of the Fire Chief or their designee, for close relatives or other relatives.

10.2.5 The City agrees to allow the remaining portions of an employee's vacation, accumulated vacation days, holidays, or accumulated compensatory time to be used as bereavement leave.

EMERGENCY LEAVE

10.3.1 The City agrees to allow up to a total of twelve (12) hours per calendar year off with pay for an employee when the Department is notified that unforeseen circumstances of an emergency nature, relating to a close relative, require the employee to be immediately off work to attend to such a situation. This provision shall also be applicable

when notification of the need for emergency leave is given by the employee up to three (3) hours prior to the commencement of the work shift or during the work shift.

10.3.2 Emergency leave may be utilized up to two (2) times each year, however, the total emergency leave hours shall not exceed twelve (12) in the calendar year. Employees who do not utilize all of their available 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.

10.3.3 An employee working a regularly scheduled shift may take the whole shift off if necessary but shall not be paid for more than twelve (12) hours in any one calendar year under Emergency Leave. In the event that the emergency situation requires the employee's presence after Emergency Leave is exhausted, the employee shall have the option of utilizing one of the following:

- a. Personal Holiday
- b. Vacation time
- c. Compensatory Time
- d. Sick Leave (per Sick Leave Ordinance)

10.3.4 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. Time worked for less than twenty (20) consecutive hours shall not count as an overtime shift worked.

## SICK LEAVE

10.4.1 Employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26, shall be granted sick leave benefits as provided under SMC 4.24, as amended. Effective upon signing, 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, as directed by Local 27 on an annual basis, at the following rates:

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

10.4.2 For employees identified in 10.4.1 who are assigned to work an average of 45.23 hours, and 42 hours per week, sick leave will be accrued at the rate of point zero four six (.046) hour for each hour on regular pay status as shown on the payroll but not to exceed forty-five point twenty three (45.23) hours, and only while so assigned.

10.4.3 In addition, employees may borrow up to one hundred twenty (120) hours of sick leave, to be used solely towards coverage in cases of long-term disability (evidenced by use of Long-Term Disability Insurance benefit), which shall be paid back at the same accrual rate as such leave was earned. Employees who terminate employment with the City of Seattle shall reimburse the City for the amount of borrowed sick leave at the hourly rate of pay applicable at the time the sick leave was borrowed.

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

- a. This provision is applicable to employees covered under 10.4.1 of this Article.
- b. Use of such time is subject to the same criteria for use of sick leave as described in Ordinance 88522, as amended.

#### MEDICAL EXPENSE RETIREMENT PLAN (MERP)

10.5.1 Effective January 1, 2014, the City will contribute \$50 per month to the Washington State Council of Fire Fighters MERP for employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26.

10.5.2 Effective January 1, 2017, the City will contribute \$75 per month to the Washington State Council of Fire Fighters MERP for employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26.

#### LEOFF I DEPENDENT CARE LEAVE

10.6.1 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.

10.6.2 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 4.24.005(A); and "health care professional" has the same meaning as provided in Seattle Municipal Code 4.24.005(B). Dependent Care Leave may not be used for any other purpose.

10.6.3 Effective January 1, 2009, at the beginning of each calendar year, each full-time LEOFF I member will accrue an additional 48 hours of Dependent Care Leave to be added to the existing hours in their 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 their 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.

### PHYSICIAN VERIFICATION OF ILLNESS/INJURY

10.7.1 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 their duties.

10.7.2 Twenty-four-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 three (3) shifts; that is, if they miss a portion of a fourth consecutive shift. Twenty-four-hour shift employees must obtain this verification no later than the day of the fourth shift missed. Forty hour per week employees are required to receive a physician's verification of illness/injury after a portion of the fourth shift is missed due to sick leave or dependent care sick leave. Abuse of paid sick leave or use of paid sick leave not for an authorized purpose may result in denial of sick leave payment and/or shall be grounds for discipline up to and including dismissal.

### FAMILY AND MEDICAL UNPAID LEAVE

10.8.1 The City will comply with local, state, and federal law and Personnel Rule 7.1 regarding family and medical leave.

10.8.2 During an unpaid leave of absence for family or medical reasons the City shall maintain its portion of the medical and dental premiums of whatever plan the employee has selected, for up to ninety (90) days, per Ordinance in accordance with local, state, and federal law.

10.8.3 An employee need not exhaust their accrued sick leave, compensatory time and/or vacation leave prior to requesting or taking family and medical leave (SMC 4.26.070).

10.8.4 Effective December 25, 2019, each employee will pay their share of the required premium [listed as the WA Paid Family Leave Tax and the WA Paid Medical Leave Tax on an employee's paystub] under the Washington State Paid Family and Medical Leave Program. The employee's share will be automatically deducted from each paycheck.



## MEDICAL LEAVE OF ABSENCE

10.9.1 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 their paid sick leave and any unpaid FML (Family Medical Leave) for a period of up to six (6) months upon written approval by the City.

10.9.2 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 reasons, therefore, must be in writing from the City. If granted, the City's response shall specify the length of the leave of absence, including the precise date on which the employee is expected to return to work, and whether or not the applicant will be guaranteed a job at the scheduled expiration of said leave of absence. This letter will also indicate, per Article 10.7.4, that failure to report or secure an extension will result in the employee being considered to have quit.

10.9.3 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 able to perform the essential functions of the job.

10.9.4 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.

10.9.5 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.

10.9.6 An employee who goes on medical 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 medical leave period.

## MILITARY LEAVE

10.10.1 Regarding Military Leave, the City shall comply with applicable City, State and Federal laws.

10.10.2 Employees who are mobilized for active military duty on or after January 1, 2005, and who are on unpaid leave of absence from the City shall be eligible for supplemental pay at 100% of their regular base rate of pay less the amount of military pay to which they are entitled.

#### COMMUNICABLE DISEASE EXPOSURE

10.11 For employees not entitled to disability leave allowance under State Statute RCW 41.26 who are exposed to a communicable disease in the line of duty and for whom specific screening or preventive medication is necessary in order to prevent the employee from acquiring the disease, the City will pay for the cost of same as long as treatment is attained from a source as designated or approved by the City.

#### LONG TERM DISABILITY

10.12 Under the terms and conditions of the parties' Memorandum of Agreement, dated December 22, 1998, the City shall provide mandatory payroll deduction for the monthly premium costs of a disability insurance plan to be selected periodically and administered by the Union.

#### MODIFIED DUTY

10.13 The Department shall offer, upon request, modified duty to members who are temporarily unable to work their regular assignment due to medical limitations resulting from injury, illness, or pregnancy, provided the Department determines such work is available. A modified duty assignment need not be made if a member is unable to perform, even after reasonable accommodation, any of the modified duty assignments that are available given the member's work restrictions and other qualifications. A modified duty assignment is not intended to fill or replace a regular assignment nor is it designed to take work from another bargaining unit. This provision shall be in accordance with the Modified Duty Guidelines established November 24, 2020 and attached to this agreement.

## ARTICLE 11- COMPENSATION FOR USE OF PRIVATE AUTOMOBILE

11.1 Any employee when required by the City to use their 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.

11.2 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 1 of this Article.

## ARTICLE 12 - UNIFORM ALLOWANCE

12.1 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.

12.2 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.

12.2.1 During every 2-year period which shall begin on January 1, 2017 for all current Local 27 members, and which shall begin upon assignment to Operations for all new Local 27 members, employees shall be eligible to receive from the department two (2) pairs of approved pants, two (2) of any approved shirts, or a combination of these two items, e.g. 1 pair of pants and 1 shirt.

12.3.1 New employees shall receive a \$200 uniform allowance after the successful completion of six (6) months of continuous service from the employee's date of hire for reimbursement of the cost of purchase and replacement of uniform items addressed in section 12.2. Beginning in the eighteenth month of service each employee shall receive an annual uniform allowance in accordance with the following:

- a. \$200 for employees assigned to the operations division.
- b. \$350 for employees assigned to other than the operations division.

Effective January 1, 2020, the uniform allowances for Local 27 members will increase by \$125, and all uniform allowances will be processed on March 1<sup>st</sup> of each year.

"Assignment" shall be construed to mean "permanent" assignment as opposed to temporary or indefinite detail. The amount paid is determined by the assignment in effect on the employee's annual allowance eligibility date.

12.3.2 Effective October 2016, Paramedic Students shall be provided with two (2) uniform shirts and two (2) smocks to be worn during the course of the Paramedic training program.

12.4 Protective equipment and clothing purchased by the Department or for which the employee was reimbursed pursuant to Section 12.1 as of its initial effective date and thereafter, 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. Except

when expressly approved by a Staff Officer, 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 13 - DISCIPLINE AND APPEALS TO DISCIPLINE

### DISCIPLINE

13.1.1 The City retains the right to adopt rules for the operation of the Seattle Fire Department and the conduct of its employees, provided that such rules do not conflict with the City Charter, Public Safety Civil Service Laws and Rules, State law, Federal law, or any provisions of this Agreement. It is agreed that the City has the right to discipline, temporarily lay off, or discharge employees for just cause shown, as provided in Fire Department Policy & Procedure and/or Operation Instruction Manuals, subject to the provisions of the City Charter, Public Safety Civil Service Laws and Rules, applicable state and federal laws and the terms of this Agreement.

13.1.2 Primary emphasis will be placed on preventing situations requiring disciplinary actions through effective employee-management relations. The supervisor will keep in mind that the primary objective of discipline is to correct and rehabilitate, not to punish or penalize. To this end, the supervisor responsible for considering disciplinary options shall observe and apply principles of positive progressive discipline.

13.1.3 Notwithstanding any provisions of this Agreement, the Chief of the Fire Department or their designee may meet privately with an employee(s) covered by this Agreement for purposes of counseling relative to personal or departmental matters.

### UNION REPRESENTATION

13.2.1 If an employee is subject to interrogation by a supervisor which may result in discipline, the employee may request to have Union representation during the interrogation. If an employee is required to write a letter describing circumstances that may lead to discipline the employee shall be allowed a reasonable amount of time to consult with the Union before submitting the letter. The Union shall be provided reasonable advance notice of interrogation interviews at which they are requested, which shall include the subject of the interrogation and the information upon which the Fire Department is proceeding prior to the interrogation. The employee is entitled to consult with their union representative prior to the meeting and the union representative will be granted a pre-interview consultation meeting with the employee when necessary. At such interrogation the Union representative shall be allowed to take an active role in assisting the employee to present the facts, ask questions, to counsel the employee being interrogated and provide information about past employment practices.

13.2.2 When the responsible supervisor determines that disciplinary action becomes necessary, they will inform the employee concerned of the reasons which justify the action against them and thereafter forward disciplinary charges through the chain of command; provided, however, if deemed appropriate by the Chief of the Department, discipline or discharge may be implemented immediately.

## FIRE CHIEF'S INTERVIEW

13.3 Employees who have successfully completed their recruit probationary period and are subject to suspension, demotion or discharge shall in all cases be entitled to an interview with the Fire Chief or their designee to assess, modify or dispose of the penalty. The effected employee shall be given a written statement of the Chief or designee's decision and the reason for the decision at the interview or within five (5) business days thereafter, unless the parties agree to a longer time period. Section 13.2.1 shall apply to all such interviews.

## APPEAL OF DISCIPLINE

13.4.1 An employee covered by this Agreement must, upon initiating objections relating to disciplinary action or other actions subject to appeal through either the contract grievance procedure or pertinent Public Safety Civil Service (PSCS) appeal procedures, use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the PSCS Commission. Under no circumstances may an employee use both the contract grievance procedure and the PSCS Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the PSCS Commission, 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 to be withdrawn.

13.4.2 The Arbitration provisions provided in this Agreement shall not be available in cases of discipline, except for those involving suspension, demotion or termination of an employee who has completed their recruit probationary period.

13.4.3 Employees who are terminated prior to the completion of their recruit probationary period shall not have the right to appeal using the grievance provisions of this Agreement.

## GENERAL PROVISIONS

13.5.1 If an investigation by the Department reveals that disciplinary action was taken under a mistake of fact, the penalty shall be revoked and in case of suspension, the employee shall be reinstated and be paid the salary and other benefits which would be accrued had they not been suspended. In such a case a letter of revocation shall be forwarded to the employee involved and all references to the matter shall be removed from their personnel file.

13.5.2 On indefinite suspensions used for investigative purposes which do not result in termination of employment or reduction in rank, the resulting punishment shall not exceed thirty (30) days including the investigative time incorporated within the indefinite suspension.

13.5.3 The services of the office of the City Personnel Director and/or Department EEOC Officer shall be made available, upon request, to either party with respect to the provisions of this Article.

13.5.4 If the employee submits in writing to the Chief of Fire Department at least seventy-two (72) hours prior to the scheduled hearing a list of on-duty Fire Department personnel who will appear as defense witnesses, the department will ensure their attendance at the hearing with no loss of pay.



## ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 For the purpose of this Agreement, the term "grievance" means any dispute between the City and the Union, or between the City and any employee concerning the interpretation, claim of breach, or violation of this Agreement, and the term "management" shall include the City and any of its supervisory personnel. The City and the Union 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 their supervisor within twenty-four (24) calendar days of reasonable knowledge of the occurrence, except for grievances relating to discipline which shall be filed within ten (10) calendar days of receipt of written notification of final disciplinary action by the Chief of the Fire Department. The above participants 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:

14.2.1 Grievances shall be submitted at the Step in which there is authority to adjudicate such grievance as provided for in the Article.

Step 1 The grievance shall be reduced to written form by the aggrieved employee and/or Union, stating the section of the Agreement violated and explaining the grievance in detail. The Station Steward or Union Representative shall present the written grievance to the employee's supervisor within ten (10) calendar days after the alleged grievance is taken up by the employee with their supervisor, who shall transmit the written grievance to the next higher-level supervisor. This supervisor shall convene a meeting within ten (10) calendar days after receipt of the written grievance, between the Station Steward, Union Representative, aggrieved employee, together with the relevant supervisors, 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, a copy of this decision shall be transmitted to the aggrieved employee, the Union and the Chief of the Fire Department.

Step 2 If a grievance remains unresolved after the written decision is delivered in Step 1 or if the grievance is initially submitted at Step 2 per Section 14.2.1, it 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 or if the grievance was initially submitted at Step 2, within (24) calendar days following an alleged violation not related to discipline. A grievance properly filed shall be investigated by the Chief of the Department and/or the Director of Labor Relations 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 via certified mail within ten (10) calendar days from the date when it was first received by him/her; 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, or submitted to Step 4 as provided in this Article. 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 receipt of 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 - Union President or their designee from within Local No. 27.

At the hearing, both sides shall present their positions.

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 send a decision via certified mail to Local 27, the aggrieved employee and the City Personnel Division.

Step 4 If the contract grievance is not settled in Step 2 or 3, it may be referred by the Union or the City to the American Arbitration Association (AAA) for arbitration to be conducted under its voluntary labor arbitration regulations. Employees may not move issues to arbitration; the Union will decide which issues to arbitrate. Such reference to arbitration must be made within thirty (30) calendar days after the decision is rendered on Step 2 or 3, and must be accompanied by the following information:

- a. Nature of dispute
- b. Contract provision(s) allegedly violated
- c. Remedy sought

The Union and the City agree to abide by the award made in connection with any arbitrable difference. 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 thirty (30) days after the mutual request.

14.2.2 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.

14.2.3 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 their 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.

14.2.4 Either party may request that grievances submitted to arbitration be subjected to a confidential Peer Review by a committee of peers from management or labor, respectively, in which case the timelines of the grievance procedure will be held in abeyance pending the completion of the Peer Review process.

14.3 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.

14.4 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.

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

14.6 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.

14.7 Arbitration or grievance settlements shall not be made retroactive beyond the date of the employee's reasonable knowledge of the occurrence or non-occurrence upon which the grievance is based, that date being twenty-four (24) or fewer days prior to the initial filing of the grievance. (See 14.1)

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

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

14.10 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 of an employee who has completed their recruit probationary period may be subject to the Grievance and Arbitration provisions of this Article in cases of suspension, demotion or discharge. (See also, Article 13.)

14.11 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.

14.12 Grievances alleging that a Form 250 has been utilized in a manner inconsistent with its stated instructions, that is, for purposes other than providing notice, may be processed through Step 2 of the grievance procedure only.

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

14.14 Where the supervisor as defined in Step 1 above is part of the bargaining unit, a grievance decision by said supervisor 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 in writing via certified mail.

14.15 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 15 - TRADES AND EARLY RELIEF

15.1 The City agrees to an Early Relief program for all employees covered by this Agreement. The Rules and Guidelines are as follows:

- a. Early Relief shall be permitted a maximum of one-half hour before Roll Call.
- b. Early Relief shall be on the basis of an officer being relieved by officer or acting officer, driver by driver, etc., so as not to jeopardize the effectiveness of the Company.
- c. Relief in each Company shall be administered by the on-duty officer. The relieving employee shall report to the Officer-in-Charge in uniform as prescribed by the Department to be inspected for personal and physical fitness for duty. The Officer shall be responsible for recording of individual reliefs in the watch desk journal at the time they find the relieving employee is ready for duty.
- d. In the event the on-duty shift is being relieved prior to Roll Call by a crew comprising a lesser number, e.g., 1-4 relieving 1-5, the odd employee on duty who is not scheduled to be relieved shall be relieved when they have completed the number of hours prescribed for that shift as indicated by the watch desk journal; provided further an employee will not be entitled to overtime payment on a daily scheduled tour of duty unless the time worked extends beyond regular Roll Call.
- e. When employees report to the station for Early Relief and find their Company involved in a fire or emergency operation, they shall immediately contact the dispatcher to determine the status of the Company. If informed that Early Relief at the fire or emergency scene is indicated, the relieving employees shall use available transportation to effect the relief. In such cases, the relieving employees shall report directly to the Company Officer or Acting Officer at the fire or emergency location, unless otherwise directed. An employee who is relieved at the fire or emergency location shall be considered relieved from duty when logged in quarters in the watch desk journal by the officer or employee in charge. The officer or employee in charge shall indicate which employees were relieved at the fire or emergency location, and by whom.
- f. Delays in response in connection with Early Relief shall not be permitted.

15.2 Special Relief shall be permitted up to four (4) hours with the approval of the Company Officer and the Battalion Chief under the following conditions:

- a. No overtime payments shall accrue by reason of Special Relief.
- b. Special Relief shall be made on the basis of officer for officer or acting officer, driver for driver, and tiller driver for tiller driver in the company, and on the basis of fire fighter for fire fighter in the station, so as not to jeopardize the effectiveness of the Company. Firefighters may act for officers, drivers, or tiller drivers for purposes of special relief only with the approval of their Battalion Chief.
- c. Whenever possible, Special Relief requests shall be made in advance and must have the approval of the Company Officer or the Battalion Chief.

15.3.1 An employee shall be granted time off with pay on Volunteer Relief if a replacement of an equivalent rank is arranged to work in place of the employee, with the approval of the Fire Chief or their designee.

15.3.2 Requests and arrangements for Volunteer Relief shall be made by the Union at least one shift prior to the proposed time off whenever possible.

15.3.3 Volunteer Relief may be worked in twenty-four (24) hour and twelve (12) hour increments (0800-2000 shifts and 2000 to 0800 shifts).

15.4 Employees may trade scheduled shifts with other employees with the approval of the Company Officers and Battalion Chiefs affected by the trades. Trades may be requested up to three (3) calendar months in advance and both halves of the trade shall be worked within three (3) calendar months. Up to three (3) calendar months is defined as the day of the month, three (3) months previous, which is the same number or closest to it in the event that the number does not occur in that month. (For example, on January 1, the latest an employee may request the first half of the trade is on the first day of April and request the second half of the trade on first day of July. Similarly, on November 30, an employee may request the first half of a trade on the last day of February, not March 3, and the second half of the trade on the last day of May.)

15.5 Employees may transfer compensatory time off to another employee for work replacement or a scheduled shift with approval of the Company Officer and Battalion Chiefs affected. No overtime payments shall accrue by reason of this section. Employees may request work replacement three (3) calendar months in advance.

15.6 Employees in the Operations Division may schedule and work up to two (2) consecutive twenty-four (24) hour shifts in conjunction with twelve (12) hour shifts up to a maximum of sixty (60) hours per calendar month, that include a Trade of Shift or a Merit Trade of Shift, in accordance with 5.1.6.2.

## ARTICLE 16 - JOINT LABOR MANAGEMENT COMMITTEE

16.1 The Union and the City agree to maintain and actively engage in a Labor Management Relations Committee pursuant to the Committee charter.

16.2 The Committee shall be comprised 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.

16.3 The Committee shall be co-chaired by a representative from labor and a representative from the Fire Department administration.

16.4 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.



## ARTICLE 17 - UNION BUSINESS

17.1.1 Employees who are Union officials (the Union's Executive Board) shall be granted time off without loss of pay to conduct Union business if a replacement of an equivalent rank or, at the discretion of the affected Battalion Chief, other employee is arranged for by the Union. The cost of such replacement shall be paid by the Union. Such employees may be granted time off without pay to conduct Union business at the discretion of the Chief of the Fire Department. Upon written approval of the Chief, the Union President and two other Executive Board members 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 shall designate the two Executive Board members, and may do so no more than twice per calendar year.

17.1.2 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. In emergencies, the request may be submitted orally and later confirmed in writing. The Union will maintain a log of the actual time spent pursuing approved Union business.

17.2.1 Union business may be conducted in the fire stations with permission of the Chief of the Department. While working on shift, Union officials agree not to transact Union business that interferes with Department functions or normal routine.

17.2.2 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 their designee in writing. Such approval may be made orally and later confirmed in writing.

17.3 The Department will locate one (1) Union bulletin board 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 be political campaign material nor material of a generally controversial nature. The definition of political campaign material shall not include general union officer election materials or union referendum vote notices.

17.4 The City agrees not to restrict written communications between Local 27 and its members if such written communication does not result in interference with the routine or the effectiveness of the station.

17.5 The City agrees to continue the practice of allowing Local 27 representatives to meet with and present information regarding union membership to new employees at department sponsored orientation events and at any time before and during their probationary period.

## ARTICLE18 - MANAGEMENT RIGHTS

18.1 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 just 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 19 - MEDICAL CARE, DENTAL CARE AND LIFE INSURANCE

### MEDICAL AND DENTAL CARE

19.1.1 For employees covered by this Agreement who are entitled to medical coverage under State Statute RCW 41.26, the City shall provide health care benefits as required by law.

19.1.2 New regular employees are eligible for benefits the first month following the date of hire (or immediately, if hired on the first working day of the month).

19.1.3 As set forth in the parties' amended Health Care Memorandum of Agreement (MOA) effective January 1, 2016, the City and the Union agree that the Union has assumed sole responsibility for providing medical, dental and vision coverages for fire fighters and their dependents and has released the City from any and all liability for providing such health care benefits for fire fighters and their dependents. The terms and conditions associated with the Union and the health care trust designated by Seattle Fire Fighters Union, Local 27 assuming responsibility for providing medical, dental and vision coverage for fire fighters and their dependents are expressed in the Health Care MOA referenced above.

19.1.4 As set forth in the parties' 2016 Seattle Fire Fighters Health Care Clinic Memorandum of Agreement (MOA), the City and the Union agree to maintain the Station 2 health care clinic to encourage proactive medical management and early detection and prevention of injury, illness and disease for fire fighters.

### City Healthcare Contribution (CHC)

19.1.5 For calendar years 2022, 2023, 2024, 2025, and 2026 the City shall pay at least one hundred and seven percent (107%) and no more than one hundred and ten percent (110%) of the amount paid in the previous year by the City per member per month. The amount the City shall contribute above the one hundred and seven percent (107%) minimum amount shall be calculated as follows:

In addition to 107%, the City shall also contribute eighty-five percent (85%) of the difference between the average national healthcare trend (Average NHC Trend) and 7.0%.

### City Healthcare Contribution Increase Formula:

$(\text{Average NHC Trend} - 7.0\%) \times .85 + 7.0\% = \text{City Healthcare Contribution Increase}$

The Average NHC Trend increase shall be calculated by using a weighted average of the Medical Trend Average (87.3%), the Dental Trend Average (11.8%), and the Vision Trend

Average (0.9%). The Average NHC Trend increase formula is described in APPENDIX C.

19.1.6 The Average NHC Trend increase, and the New City Healthcare Contribution shall be determined by September 1<sup>st</sup> of each year for the following year increase, which shall become effective on January 1<sup>st</sup>.

## LIFE INSURANCE

19.2.1 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:

19.2.2 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 Basic Insurance Plan in terms of benefit improvements, to help pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

19.2.3 Whenever the Group Term Life Insurance Fund contains substantial refund monies earmarked pursuant to 19.2.1, the Union shall be notified along with the Unions representing other City employees. The City will negotiate whether the sixty percent (60%) refund attributable to employee contributions will be used to pay the employees' share of future monthly premiums or for life insurance purposes otherwise.

## LONG TERM CARE

19.3 The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

## RETIREE MEDICAL

19.4.1 Employees under the age of 65 who retire after July 1, 1995, 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. Employees age 65 and older may also participate in medical plans provided such coverage is available through a contracted insurance carrier.

19.4.2 There will be one (1) 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.

19.4.3 Any benefit changes to the plans for active employees covered by this Agreement will automatically apply to the retiree plans.

19.4.4 Employees under the age of 65 who retire shall be entitled to participate in medical plans offered to other City retirees under the same conditions set forth above. Any benefit changes to the plans for other City retirees will automatically apply to future retirees covered by this Agreement.

#### VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)

19.5 The Union shall have the option during the life of this Agreement to direct the City to make monthly pre-tax deductions from the base salaries for all LEOFF II members covered by this Agreement, at which time the City shall commence making an ongoing monthly deduction to 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. The monthly deduction amount shall be determined by the Union and be deducted from the employee's paycheck on a pre-tax basis. These deductions shall be included as salary for the purpose of calculating retirement benefits to the extent that this is not in conflict with law. Implementation of this provision shall be contingent upon the Union obtaining a letter ruling from the Internal Revenue Service approving the VEBA trust fund. In addition, the Union shall indemnify, hold harmless and defend the City from any and/or litigation arising from the promulgation, implementation, and operation of the VEBA trust fund.

#### REASONABLE SUSPICION TESTING

19.6 The Department shall have the right to administer reasonable suspicion testing the terms of which have been negotiated pursuant to the parties' settlement agreement, signed January 10, 2001.

## ARTICLE 20 - GENERAL CONDITIONS

20.1 Fire Fighters covered by this collective bargaining Agreement shall be interviewed and/or counseled whenever possible prior to the submission of a transfer recommendation. When possible, the employee shall receive one (1) week written notice when their location of employment is being changed.

20.2 A copy of all dispatches, Memorandums, Notice of Personnel Changes, Policy and Operating Guidelines (POG), Newsletters and Proceedings of Accident Prevention and Investigation Board which are disseminated department-wide will be mailed and/or e-mailed to the Union at the same time as distributed to the Fire Stations. A copy of all correspondence disseminated by the Union to the Fire Stations and Divisions will be mailed at the same time to the Fire Chief's office.

20.3.1 The City agrees to notify employees and the Union a minimum of thirty (30) calendar days prior to lay-offs for any reason with the exception of disciplinary action or discharge for just cause shown.

20.3.2 The City will provide the Union with a current Public Safety Civil Service layoff list one week in advance whenever a layoff is imminent within the bargaining unit.

20.4 Employees covered by this Agreement shall not be required to perform janitorial services or window washing at Headquarters.

20.5 Employees of the Operations Division covered by this Agreement shall not be required to perform janitorial services in quarters where other Fire Fighters are employed.

20.6 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.

20.7 The Chief of the Fire Department will notify the Union, within a reasonable time, of significant departmental changes that affect wages, hours or working conditions.

20.8 The Fire Chief or their designee shall respond in writing within sixty (60) days from the time an employee forwards written correspondence to the Chief.

20.9 The City may restrict or prohibit off-shift employment where it involves the use of the employee's Seattle Fire Department identification or uniform, or where it adversely reflects upon the employee's work performance as a member of the Seattle Fire Department. The Fire Chief shall have the right to control any off-shift employment which relates to the functions and responsibilities of the Seattle Fire Department. In accordance with Seattle Municipal Code, to wit:

*Section 7. No City officer or employee shall intentionally engage in any act in conflict with the performance of their official duties. Among the acts and circumstances which shall be deemed to be in conflict with the performance of the official duties of an officer or employee are that such officer or employee:*

- (6) *Engages in or accepts private employment or renders service for private industry or other governmental entities which is incompatible with the proper discharge of their official duties or impairs their independence of judgment or action in the performance of such official duties.*

20.10 The City agrees to forward any complaints from another labor organization with regard to Local 27 to the Union. In turn, the Union agrees that it has the responsibility to promptly answer complaints and/or questions regarding activities of its members and shall forward a copy of all related correspondence to the Chief of the Department.

20.11 The City agrees to discuss (not negotiate) any new performance evaluation system prior to the implementation or major modification thereafter relative to employees covered by this Agreement.

#### EMT CERTIFICATION

20.12 All employees are required to maintain EMT certification as a condition of continued employment.

#### TUITION REIMBURSEMENT

20.13 The Department will reimburse an employee for tuition expense for classes attended at an accredited college or university as follows:

- a. The maximum reimbursement shall be two-thirds (2/3) of the tuition charged to a maximum of \$250.00 per class.
- b. The course must first be approved by the Chief or their designee. Such approval shall take into consideration the direct relevance of the class to the fire service or to the advancement of an employee in the fire service.
- c. A grade of C or higher must be achieved or, in cases of a "pass/fail" designation, the employee must pass the course.

20.13.1 The Department shall budget annually twelve thousand dollars (\$12,000) for such reimbursement. Expenditures shall not exceed that budgeted amount. Once a course is approved, the cost shall be encumbered against that year's budget, although it may actually be paid in the next year.

20.13.2 If all funds are not expended in a calendar year's budget, up to four thousand dollars (\$4,000) shall be carried over and added to the next year's budgeted amount of twelve thousand dollars (\$12,000). The carryover will be accumulated from year to year

and available for expenditure in addition to that year's budgeted amount of twelve thousand dollars (\$12,000). The total amount of funds budgeted and accumulated may not exceed twenty-five thousand dollars (\$25,000). For each thousand dollars (\$1,000) in the carryover reserve, the per class maximum will be increased by fifty dollars (\$50) in that new year.

\*The Fire Administration degree programs of out-of-state educational institutions shall be approved on a case-by-case basis. The course offered by Western Oregon State University will continue to be considered an approved course.

## PAYROLL ERRORS

20.14.1 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:

- a. If the overpayment involved only one paycheck or the amount of the overpayment is less than fifty dollars:
  1. By Lump-sum payroll deduction; or
  2. By lump-sum payment from the employee
- b. If the overpayment involved multiple paychecks and the amount of the overpayment exceeds fifty dollars:
  1. 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 dollars (\$25) per pay period; or
  2. By a repayment schedule not to exceed thirteen (13) pay periods, with a minimum payroll deduction of not less than fifty dollars (\$50), if the employee does not agree to a repayment schedule.
- c. By other means, as may be mutually agreed between the City and the employee.

20.14.2 If an employee separates from City service before an overpayment is repaid, any amount remaining due the City will be deducted from their final paycheck.

## MEAL REIMBURSEMENT WHILE ON TRAVEL STATUS

20.15 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.



## ETHICS AND ELECTIONS COMMISSION

20.16 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.

20.16.1 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.

## GENDER WORKFORCE EQUITY

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

## ARTICLE 21 – RETENTION OF BENEFITS

21.1 The City assures the Union that in placing the terms of this Agreement into effect, the Department will not proceed to cancel benefits or privileges generally prevailing for employees even though such benefits or privileges are not itemized in the contract.

## ARTICLE 22 - SAFETY AND THE SAFETY COMMITTEE

### JOINT SAFETY COMMITTEE

22.1.1 A joint Safety Committee shall be established. The Safety Committee shall be composed of a Safety Officer, appointed by the Chief; two (2) representatives from the Fire Department management; and three (3) representatives from the Union. The Chairperson shall be elected by the Committee. The Department and the Union may each designate alternate committee members who may attend meetings of the Committee, and may vote in the absence of their respective members.

22.1.2 The Committee shall establish its own rules subject to approval by the Chief.

22.1.3 The Committee shall discuss safe work practices.

22.1.4 The Chief shall submit a written answer to the Safety Committee and submitting employee for each written safety suggestion. A copy of the suggestion and the Chief's response shall be placed in the employee's personnel file.

22.1.5 The Committee shall meet a minimum of once each quarter and shall schedule additional meetings at the request of either party. Such meetings shall occur within two (2) weeks of the request.

22.1.6 The Union and the Fire Department shall (whenever possible) submit to the representative a written agenda of the topics to be discussed, and provide oral and/or written presentations upon request.

22.1.7 All safety suggestions submitted by Department employees shall be forwarded to the Safety Committee for review and recommendations. Safety items may also be brought to the meetings by Committee representatives.

22.1.8 The minutes of all committee meetings shall be transcribed and submitted for review and adopted at the following meeting.

22.1.9 The committee shall be allowed to investigate and research possible safety, health or procedural problems related to health or safety that may exist, as long as the investigation does not interfere with day-to-day operation of the Department. Such investigation may be done during the employee's work shift with the prior approval of the Department or on the employee's day off without compensation. In the case of death or serious injury, the Fire Chief, in advance, may authorize off-shift compensation for reasonable hours worked on the investigation.

22.1.10 The Committee shall make written recommendations for correction of any problem identified in 22.1.9 above.

22.1.11 Upon request of the Committee, the monthly A.P.I. Board minutes shall be made available.

22.1.12 Copies of other relevant records and reports related to safety and health will be made available to the extent possible. The cost of such copies shall be shared equally by the Department and the Union.

22.1.13 The Committee may seek the advice, opinion and suggestions of experts and authorities on safety and health matters. The cost of obtaining such assistance shall be stated in writing and submitted to the Chief for their approval prior to any expense or liability being incurred.

#### FOUR-PERSON STAFFING

22.2.1 The City agrees that each fire engine and truck shall be staffed with a minimum of 4 fire fighters each for the purpose of enhancing safety and workload productivity pursuant to the Memorandum of Understanding.

22.2.2 Probationary fire fighters shall only be detailed to a truck company for up to six (6) – 12 hour shifts as a 5<sup>th</sup> person.

#### CERTIFICATION

22.2.3 No employee shall function as a member of the Hazardous Materials Team, Decontamination Team (E27), Rescue 1, Fireboat (E4), Rescue Boat 5 (E5), Shipfire, Landslide, Tunnel Rescue Team (E36), or the Energy Response Team, without successfully obtaining or possessing a certification for performance as established by the Seattle Fire Department except as provided under 22.4, 22.5, and 22.6.

22.2.4 Deckhands shall receive forty (40) hours of deckhand training that will be provided during one (1) straight week or eight (8) hours a week for five (5) weeks for certification.

22.3 All assigned and acting drivers must successfully complete the Driver Certification Process established by the Seattle Fire Department.

#### TECHNICAL TEAM STAFFING

22.4 The Technical Rescue Team (TRT) shall be staffed with a minimum of six (6) certified Technical Rescue Team Technicians. During the training period there shall be a minimum staffing requirement of five (5) certified Technical Rescue Team Technicians.

22.5 Engine 36 shall be staffed with a minimum of four (4) certified Ship Fire/Landside and Tunnel Rescue Team Technicians. During the training period there shall be a minimum staffing requirement of three (3) certified SLT (Ship Fire/Landside/Tunnel Rescue Team Technicians). Article 6.6 and Article 6.7 shall apply.

22.6 Engine 5 shall be staffed with a minimum of four (4) certified Engine 5 Rescue Boat Technicians. During the training period there shall be a minimum staffing requirement of three (3) certified Engine 5 Rescue Boat Technicians. Article 6.6 and Article 6.7 shall apply.

22.7 The Energy Response Team (E25, L10) shall be staffed with a minimum of eight (8) certified Energy Response Team Technicians and the provisions of the Settlement Agreement dated May 5, 2018, shall apply. Articles 6.6 and 6.7 shall apply.

#### DECONTAMINATION TEAM STAFFING

22.8 The Union agrees that the Decontamination Team shall be staffed with a minimum of three (3) certified Decontamination Team Technicians, in accordance with Article 22.2.1.

## ARTICLE 23 - PENSIONS

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

## ARTICLE 24 – EXAMINATIONS

24.1 All entry level appointments and promotions to uniformed classifications within the Seattle Fire Department below the classification of Fire Deputy Chief shall be made solely on merit, efficiency and fitness ascertained by open, competitive examination.

24.2 Examinations shall fairly, objectively and comprehensively test for qualifications for the position.

24.3 The Public Safety Civil Service Commission is responsible to ensure that the examination process is impartially administered. The Public Safety Civil Service Commission shall meet to hear complaints and appeals associated with the administration of the examination process.

24.4 The Seattle Fire Department shall appoint one from the five (5) highest scoring candidates on the promotional list that was current at the time the vacancy first occurred.

24.5 In those instances where a candidate ranked higher on the promotional list is not promoted in favor of a candidate ranked lower on the list, the higher-ranking candidate shall be informed of the reason(s) for the decision in writing, upon their request.

24.6 All promotions will be made from the register in effect at the time the vacancy occurs. Any vacancies occurring between the expiration date of a register and the publishing date of the new register will be made from the new register per PSCSC Rule 10.06 (a).

24.7 All promotions will be made within 45 days of the vacancy in a position. In the event there is a delay in appointing an employee to a vacant position such that the 45-day requirement has expired, the appointment date of such employee shall be retroactive to the first day of the last pay period within the 45-day time period.

24.8 Eligibility for promotions to the classifications of Lieutenant, Captain, Battalion Chief, Fire Boat Pilot, Fire Boat Engineer, and Driver shall be based on mutual agreement between the City and Local 27.

24.9 A Promotional Development Committee, made up of representatives of the Seattle Fire Department, shall meet with representatives of the Personnel Department to provide subject-matter expertise necessary in the development of specific examinations. A representative from Local 27 shall be afforded the opportunity to be a member of the Promotional Development Committee.

24.10 In accordance with Public Safety Rule 9.14 the City and Local 27 agree that beginning with the 2012 Pilots examination the written and practical portions of the examination shall be weighted equally.

## ARTICLE 25 – SUBORDINATION OF AGREEMENT

25.1 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.

25.2 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 conditions of employees covered by this Agreement, bargaining is required by RCW 41.56.



## ARTICLE 26 - SAVINGS CLAUSE

26.1 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.

26.2 Neither an employee nor the City will intentionally waive any provisions of this contract, unless such waiver is mutually agreed upon by the Union and the City.

## ARTICLE 27 - ENTIRE AGREEMENT

27.1 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.

27.2 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 the Union 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 28 - PRODUCTIVITY AND PERFORMANCE

28.1 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 18.

28.2 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.

ARTICLE 29 - DURATION OF AGREEMENT

29.1 This Agreement shall become effective January 1, 2022 and shall remain in effect through December 31, 2026. 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 2026 as stipulated in RCW 41.56.440.

29.2 At the appropriate time as described in Section 29.1 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.

29.3 The employer shall not over the Union's objection unilaterally change the wages, hours, or other terms and conditions of employment for employees covered by this Agreement. Any changes shall first be authorized by written agreement between the parties or the award of an interest arbitration panel pursuant to RCW 41.56 et.seq.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 27

CITY OF SEATTLE  
Executed under the authority  
of Ordinance \_\_\_\_\_

\_\_\_\_\_  
Kenny Stuart, President

\_\_\_\_\_  
Bruce Harrell, Mayor

\_\_\_\_\_  
Jeff Miller, Vice-President

\_\_\_\_\_  
Jeff Clark, Labor Negotiator

\_\_\_\_\_  
Liam Roney, Vice-President

\_\_\_\_\_  
Ryan Ellis, Director

APPENDIX A – SALARIES

**COLA BANKING**

If the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June of a year over the same index for June of the previous year exceeds the agreed upon Annual Wage Increase (AWI) maximum in any year, the percentage above the maximum will be banked and added to any remaining amount and shall be available to be applied, in addition to the CPI-W amount, in any subsequent year in which that CPI-W is below the maximum. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84) as published by the Bureau of Labor Statistics. Effective December 21, 2023 the AWI Bank will hold a total of nine point eight percent (9.8%). When the amount in the AWI Bank falls below four percent (4%) then four percent (4%) will be established as the AWI Bank cap for subsequent years.

A.1.1 Effective December 22, 2021, salaries shall be increased by a market adjustment of zero point five percent (0.5%) plus an annual wage increase of one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2021 over the same index for June 2020 provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed four percent (4%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84) as published by the Bureau of Labor Statistics and shall be in accordance with the following schedule:

	<u>Start</u>	<u>6 mos.</u>	<u>18 mos.</u>	<u>30 mos.</u>	<u>42 mos.</u>
Fire Fighter	\$6,858	\$7,286	\$7,715	\$8,143	\$8,572
Fire Lieutenant	\$9,429	\$9,858			
Fire Lieutenant, Senior*	\$10,055				
Fire Captain	\$10,844	\$11,337			
Fire Captain, Senior*	\$11,564				
Fireboat Engineer and Pilot	\$10,844	\$11,337			

A.1.2 Two point three percent (2.3%) shall be added to the AWI bank.

A.1.3 Longevity and specialty pay premiums shall be adjusted in accordance with the salary schedule effective December 22, 2021.

A.1.4 Effective December 25, 2019, Captains and Lieutenants with more than five (5) years seniority in their current rank will be considered Fire Captain, Senior and Fire Lieutenant, Senior, respectively and will receive a 2% increase.

A.2.1 Effective December 21, 2022, the top step of Fire Fighter enumerated in Appendix A.1.1 shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2022 over the same index for June 2021 provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed two and one half percent (2.5%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84) as published by the Bureau of Labor Statistics and shall be in accordance with the following schedule:

	<u>Start</u>	<u>6 mos.</u>	<u>18 mos.</u>	<u>30 mos.</u>	<u>42 mos.</u>
Fire Fighter	\$7,029	\$7,468	\$7,907	\$8,347	\$8,786
Fire Lieutenant	\$9,665	\$10,104			
Fire Lieutenant, Senior*	\$10,306				
Fire Captain	\$11,114	\$11,620			
Fire Captain, Senior*	\$11,852				
Fireboat Engineer and Pilot	\$11,114	\$11,620			

A.2.2 Seven point zero percent (7.0%) shall be added to the AWI Bank resulting in a total of nine point three percent (9.3%) in the AWI bank.

A.2.3 Longevity and specialty pay premiums shall be adjusted in accordance with the salary schedule effective December 21, 2022.

A.3.1 Effective December 21, 2023, the top step of Fire Fighter enumerated in Appendix A.1.1 shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2023 over the same index for June 2022 provided however, said percentage increase shall not be less than two (2%) nor shall it exceed four percent (4%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84) as published by the Bureau of Labor Statistics and shall be in accordance with the following schedule:

	<u>Start</u>	<u>6 mos.</u>	<u>18 mos.</u>	<u>30 mos.</u>	<u>42 mos.</u>
Fire Fighter	\$7,310	\$7,766	\$8,223	\$8,680	\$9,137

Fire Lieutenant	\$10,051	\$10,508
Fire Lieutenant, Senior*	\$10,718	
Fire Captain	\$11,559	\$12,084
Fire Captain, Senior*	\$12,326	
Fireboat Engineer and Pilot	\$11,559	\$12,084

A.3.2 Zero point five percent (0.5%) will be added to the AWI bank for future annual wage increases, for a total of nine point five percent (9.8%) in the AWI bank.

A.3.3 Longevity and specialty pay premiums shall be adjusted in accordance with the salary schedule effective December 20, 2023.

A.4.1 Effective December 20, 2024, the top step of Fire Fighter enumerated in Appendix Section A.1.1 shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2024 over the same index for June 2023 provided however, said percentage increase shall not be less than two (2%) nor shall it exceed four percent (4%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84) as published by the Bureau of Labor Statistics and shall be in accordance with the following schedule:

A.4.2 The AWI Bank will not exceed nine point eight percent (9.8%).

A.4.3 Longevity and specialty pay premiums shall be adjusted in accordance with the salary schedule effective December 20, 2024.

A.5.1 Effective December 18, 2025, the top step of Fire Fighter enumerated in Appendix Section A.1.1 shall be increased by one hundred percent (100%) of the percentage increase in the bi-monthly Seattle-Tacoma-Bellevue Area Consumer Price Index for June 2025 over the same index for June 2024, provided however, said percentage increase shall not be less than two (2%) nor shall it exceed four percent (4%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84) as published by the Bureau of Labor Statistics.

A.5.2 The AWI Bank will not exceed nine point eight percent (9.8%).

A.5.3 Longevity and specialty pay premiums shall be adjusted in accordance with the salary schedule effective December 18, 2025.A.6.1 Premiums based upon

the top pay step of the classification Fire Fighter shall be paid for the following assignments:

<u>Assignment</u>	<u>% of Top Step Fire Fighter Effective 12/22/21</u>
Fire Fighter Paramedic	17%
Fire Alarm Center	7.5%
Fire Marshal's Office (excluding FIU Investigators)	
Human Resource Division	
Services Division	
Training Division	
B3 Administrative Lieutenants	
B3 Administrative Captain	
Hazardous Materials Response Team, per Section A.2.5 below. (E10, L1)	6%
Decontamination Team	5%
Rescue 1, (Rescue 1 Dive and Dive Master not included)	5%
Energy Response Team (E25, L10)	5%
Rescue Boat 5 (E-5)	5%
Fire Boat (E-4 not to include Pilots and Engineers)	5%
Ship Fire/Landslide/Tunnel Rescue Team (E36)	5%
Apparatus Driver	5%
Aid Car	6.5%
Technical Rescue Team Dive	6%
Technical Rescue Team Dive Master	8%
Rescue Boat E5 Apparatus Driver	10%
Rescue 1 - Aerial Apparatus Driver	
Rescue 1 - Rescue 1 Apparatus Driver	
Staff 10	
FIU Investigator	
Hazardous Material Apparatus Driver, per Section A.2.5 below.	11%



A.6.2 Effective December 22, 2021:

- a. EMT specialty pay: An additional 3.5% of the base monthly, top step salary for Fire Fighter shall be paid to all employees who have a current emergency medical technician certificate (EMT-B and EMT-P). Effective December 21, 2022 the rate will be 6.5%
- b. Senior Paramedic specialty pay: Employees who have five or more years of Seattle Fire Fighter/Paramedic experience and are assigned to Battalion 3 as Fire Fighter/Paramedics shall receive an additional 1.5% of the base monthly, top step salary for Fire Fighter.
- c. Effective October 2016, employees assigned as Paramedic Students shall receive 8.5% of the base monthly, top step salary for Fire Fighter,

Effective upon full execution of this Agreement:

- d. Certified Paramedics in the AMR Lieutenant or EMS Lieutenant positions shall receive the applicable Paramedic premium pay in addition to the 7.5% premium described in A.2.1 above.

A.6.3 Effective 12/26/18 members certified and assigned as Surface Water Rescue Swimmers shall receive an additional 1% of the base monthly, top step salary for Fire Fighter.

A.6.4 Effective 12/23/20 Apparatus Drivers, in addition to their 5% premium will receive an additional 2% premium of the base monthly top step salary upon successful completion of the Driver Certification Process.

A.6.5 Effective 12/26/18, Certified employees assigned to Hazmat Tech Teams will receive an additional 1% of the top step base salary.

A.6.6 There shall be no pyramiding of any salary premiums enumerated in Appendix A excluding those uniformed employees eligible for the aforementioned Aid Car, Paramedic Students, as set forth herein.

A.6.7 Paramedic Students shall be permitted to pyramid premiums associated with their permanent assignment and Paramedic Student assignment for the first six (6) months of paramedic training. Permanent assignment pay shall end after six (6) months in the training program.

A.7.1 Longevity pay based upon top pay step of classification Fire Fighter shall be added to salaries during the life of this Agreement in accordance with the following schedule:

<u>Length of Service</u>	<u>% of Top Step Fire Fighter Effective 12/22/21</u>
Completion of five (5) years of service	2%
Completion of ten (10) years of service	4%
Completion of fifteen (15) years of service	9%
Completion of twenty (20) years of service	11.5%
Completion of twenty-five (25) years of service	15.5%

A.7.2 Longevity pay 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 pay, service shall be limited to time served in good standing as a uniformed employee of the Seattle Fire Department.

A.7.3 All employees of the Seattle Fire Department shall be furnished a paycheck stub or electronic pay warrant which designates the hourly rate paid; in addition, the paycheck stub or electronic pay warrant shall also outline deductions authorized by the employee or required by law.

## APPENDIX B - DEFERRED COMPENSATION

B.1 The City shall contribute 3% of the top step base salary of Fire Fighter to the City's deferred compensation program for all employees represented by Local 27. The City's contribution shall be 3% 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 and which the City shall take no position in any legal proceeding.

B.2 Effective 2020 and 2021, the City shall contribute 4% of the top step base salary of Fire Fighter to the City's deferred compensation program for all employees represented by Local 27. The City's contribution shall be 4% regardless of whether or not the employee makes voluntary contribution in accordance with B.1.

B.3 Effective 2020 and later, the parties agree that in the event an increase in the rate of the City's deferred compensation contribution is agreed to by the City and the Seattle Police Officers Guild (SPOG) which results in disparity between the rate agreed to between the City and SPOG and the rate agreed to between the City and Local 27, then an increase in the City's deferred compensation contribution shall be automatically implemented for all employees represented by Local 27 in the amount necessary to maintain parity between the City's deferred compensation contribution for the members of SPOG and the City's deferred compensation contribution for all employees represented by Local 27. The obligation to increase contributions shall become effective and begin on the first pay period following the effective date of the SPOG Agreement, with no obligation for retroactive contributions.

## APPENDIX C – CITY HEALTHCARE CONTRIBUTION INCREASE FORMULAS

### **C.1.1 Average NHC Trend increase Formula**

The Average national healthcare trend increase (Average NHC Trend increase) shall be calculated by first computing a Medical Trend Average (MTA), a Dental Trend Average (DTA), and a Vision Trend Average (VTA) using the following sources:

#### 1. MEDICAL TREND AVERAGE (MTA)

The most recent publication of:

- a. “Segal Health Plan Cost Trend Survey” projected medical trend *Medical (Actives & Retirees < Age 65) - Open Access PPO’s/POS Plans with Rx percentage increase (2009 projection is 10.4% (.104))*
- b. “PricewaterhouseCooper’s” Behind the Numbers” medical cost trend. (2009 projection is 9.6% (.096))
- c. “Aon Consulting’s Fall/Spring Health Care Trend Survey” healthcare trend rates Medical (Actives & Retirees < Age 65) – PPO with Rx (2009 projection is 10.6% (.106))

#### 2. DENTAL TREND AVERAGE (DTA)

The most recent publication of:

- a. “Segal Health Plan Cost Trend Survey” projected dental trend – most recent publication Dental – Dental Provider Organizations (DPOs) percentage increase (2009 projection is 5.9% (.059))
- b. “Aon Consulting’s Fall/Spring Health Care Trend Survey” healthcare trend rates Dental – PPO (2009 projection is 6.2% (.062))

#### 3. VISION TREND AVERAGE (VTA)

The most recent publication of:

- a. “Segal Health Plan Cost Trend Survey” projected vision trend – most recent publication Vision – Scheduled Plans percentage increase (2009 projection is 3.6% (.036))
- b. “Aon Consulting’s Fall Health Care Trend Survey” healthcare trend rates Vision (2009 projection is 3.0% (.030))

During the term of the contract, an 85.5% medical and 14.5% prescription drug split shall be used to calculate the weighted average projected increase for prescription drugs for the “Segal Health Plan Cost Trend” published indices or any other survey that does not provide a published blended indices.

### **C.2.1 New City Healthcare Contribution Formula (CHC Contribution)**

The Average NHC Trend increase shall be calculated by using a weighted average of the Medical Trend Average (MTA) at 87.3% (.873), the Dental Trend Average (DTA) at 11.8% (.118), and the Vision Trend Average (VTA) at 0.9% (.009).

\*In calculating the New CHC Contribution, percentages shall be rounded to three decimal places and dollars shall be rounded to the nearest penny.

Step 1. Calculate Prior Year CHC Contribution + 100% Trend:

$$\begin{array}{ll} \text{Prior Year CHC Contribution} \times .873 = A & A \times (1 + \text{MTA}) = X \\ \text{Prior Year CHC Contribution} \times .118 = B & B \times (1 + \text{DTA}) = Y \\ \text{Prior Year CHC Contribution} \times .009 = C & C \times (1 + \text{VTA}) = Z \end{array}$$

$$X + Y + Z = Q \text{ (Prior year CHC Contribution + 100\% Trend)}$$

Step 2. Calculate Actual New CHC Contribution:

$$((Q - (1.07 \times \text{Prior Year CHC Contribution})) \times .85) + (1.07 \times \text{Prior Year CHC Contribution}) = \text{New CHC Contribution.}$$

Step 3. Verify Actual New CHC Contribution is  $\leq$  Maximum CHC Contribution:

The New CHC Contribution shall be no more than 110% (1.10) of the Prior Year CHC Contribution.

## **C.2.2 Example**

Example:

*Assumptions:*

*Prior Year CHC Contribution = 857.37, MTA = 10.2% (.102), DTA = 6.1% (.061), VTA = 3.3% (.033)*

### **Step 1. Calculate Prior Year CHC Contribution + 100% Trend:**

$$\begin{array}{lll} \text{Prior Year CHC Contr.} \times .873 = A & 857.37 \times .873 = A & A = 748.48 \\ \text{Prior Year CHC Contr.} \times .118 = B & 857.37 \times .118 = B & B = 101.17 \\ \text{Prior Year CHC Contr.} \times .009 = C & 857.37 \times .009 = C & C = 7.72 \end{array}$$

$$\begin{array}{lll} A \times (1 + \text{MTA}) = X & 748.48 \times (1 + .102) = X & X = 824.82 \\ B \times (1 + \text{DTA}) = Y & 101.17 \times (1 + .061) = Y & Y = 107.34 \\ C \times (1 + \text{VTA}) = Z & 7.72 \times (1 + .009) = Z & Z = 7.97 \end{array}$$

$$X + Y + Z = Q \qquad 824.82 + 107.34 + 7.97 = Q \qquad Q = 940.13$$

### **Step 2. Calculate Actual New CHC Contribution:**

$((Q - (1.07 \times \text{Prior Year CHC Contribution})) \times .85) + (1.07 \times \text{Prior Year CHC Contribution}) = \text{New CHC Contribution.}$

$$((940.13 - (1.07 \times 857.37)) \times .85) + (1.07 \times 857.37) = \text{New CHC Contribution}$$

$$((940.13 - 917.39) \times .85) + (917.39) = \text{New CHC Contribution}$$

$$\begin{array}{llll} ((22.74) & \times .85) + & (917.39) & = \text{New CHC} \\ \text{Contribution} & & & \end{array}$$

$$19.33 \quad + \quad 917.39 \quad = \text{New CHC Contribution}$$

$$936.72 \quad = \text{New CHC Contribution}$$

### **Step 3. Verify Actual New CHC Contribution is $\leq$ Maximum CHC Contribution:**

$$\text{City Maximum Contribution} = (\text{Prior Year CHC Contribution} \times 1.10) = 943.11$$

$$\text{Actual New CHC Contribution} \leq 943.11$$

$$936.72 \leq 943.11$$

\*This example is for illustrative purposes only. The numbers may not reflect the actual values in any given year.

## APPENDIX D – RE-OPENER BARGAINING

D.1 The City and the Union agree to re-open this Agreement in order to bargain maintaining the certifications of Paramedics and establishing a pool.

D.2 The City and the Union agree to re-open this Agreement in order to bargain the use of retired FF/EMT's and retired Paramedics to work Special Events.

D.3 The parties recognize the importance of getting these issues resolved as expeditiously as reasonably possible, and thus have agreed on the following process for re-opener bargaining:

- a. The City or the Union may re-open any of these issues at any time, beginning thirty (30) days following the completion of the Union ratification and City Council approval process. Written notice of re-opening (the Notice) by either party will be sufficient to re-open this Agreement.
- b. The bargaining for each issue will be conducted separately, unless otherwise agreed by the parties.
- c. If no agreement has been reached within one year of the Notice, either party may advance the issue to mediation.
- d. The mediation(s) shall be conducted by Jamie Siegel, of the Public Employment Relations Commission. Parties will mutually agree on the assignment of an alternate mediator if Jamie Siegel is not available.
- e. Both parties agree to not submit any issues on this Appendix to interest arbitration.

D.4 Re-opener bargaining under this Appendix D will not be expanded to include any other issues or articles of the Agreement, unless the parties mutually agree otherwise. In addition, each party will bargain the issues listed above only to the extent bargaining is required under the law or under the Management Rights clause of the Agreement.

## APPENDIX E – MOU -DRIVER CERTIFICATION PROCESS

When an Apparatus Driver vacancy is anticipated or becomes available the vacancy shall be filled in accordance with SFD POG 3013-12 and 8009-8 in effect on 12.01.2023.

The department shall then implement the SFD Driver Certification process for the selected member. The selected member must successfully complete the SFD Driver Certification Process prior to assignment and transfer. The SFD Driver Certification Process shall include a written portion and a practical portion. There shall be separate written and practical components for engines and ladder trucks. The components for ladder trucks shall be the same for both TDA Driver and TDA Tiller positions. Members taking the written and practical portions of the certification process who are not successful shall have two additional opportunities to retake those portions on their own time.

Effective upon ratification, the following process shall be followed:

- a. The Driver Certification Process shall be administered by the Training Division.

The Driver Certification Process shall consist of two parts: Written and Practical Exam. The Candidates must pass both parts to be certified.

The Driver Certification Written Exam shall be administered every six (6) months, or as needed on duty.

The Practical Exam shall be administered prior to assignment and transfer on duty.

A Local 27 representative shall be included as part of the SFD Driver Certification process development group. Local 27 representatives shall be allowed to monitor all aspects of the SFD Driver Certification process at no cost to the department.

There will be no appeal of the written or practical exams.

SFD Driver Certification shall be valid for four (4) years and Apparatus Drivers must then re-certify.

Current drivers are required to successfully complete the SFD Driver Certification process in accordance with Article 24.8 above as follows:

- a. Written certification must be taken and passed by December 31, 2020.
- b. Practical certification must be taken and passed by December 31, 2021.
- c. Failure to successfully complete the SFD Driver Certification process will result in loss of premium and driver assignment.



This process will commence after the content of the exams and the process has been finalized by the Department and reviewed by Local 27. If the Driver Certification Process has not been finalized by June 30, 2020, either party may advance the issue to mediation. In an effort to ensure access to the study materials/bibliography, the Department will post all materials in Department libraries and the Department share point site. Materials will include the 100 addresses and intersections that will be used by each district for the certification exam.