Ordinance No. 122366

Council Bill No. 115849

AN ORDINANCE relating to the Seattle Fire Chiefs Association, IAFF, Local 2898, authorizing execution of a collective bargaining agreement effective January 1, 2005 through December 31, 2007, and a Memorandum of Understanding effective January 1, 2008 through December 31, 2008 by and between the City of Seattle and the Seattle Fire Chiefs Association, IAFF, Local 2898, and ratifying and confirming prior acts.

CF No. _____

Date Introduced: 3.19.07	Della
Date 1st Referred: 3.19.07	To: (committee) Full Council
Date Re - Referred:	To: (committee)
Date Re - Referred:	To: (committee)
Date of Final Passage: 3-26-07	Full Council Vote: 9-0
Date Presented to Mayor: 3-27-07	Date Approved: 4-2-07
Date Returned to City Clerk: 4-2-07	Date Published: Title pg2 T.O. ✓ F.T. ___
Date Vetoed by Mayor:	Date Veto Published:
Date Passed Over Veto:	Veto Sustained:

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____
Councilmember

Committee Action:

3-26-07 Passed 9-0

This file is complete and ready for presentation to Full Council. Committee: _____
(initial/date)

Law Department

Law Dept. Review	OMP Review	City Clerk Review	Electronic Copy Loaded	Indexed

Mark McDermott/David Bracilano
PERS, Seattle Fire Chiefs, Local 2898, 2005-2008 ORD
March 13, 2007
Version #1

ORDINANCE 122366

AN ORDINANCE relating to the Seattle Fire Chiefs Association, IAFF, Local 2898, authorizing execution of a collective bargaining agreement effective January 1, 2005 through December 31, 2007, and a Memorandum of Understanding effective January 1, 2008 through December 31, 2008 by and between the City of Seattle and the Seattle Fire Chiefs Association, IAFF, Local 2898, and ratifying and confirming prior acts.

WHEREAS, a collective bargaining agreement between the City of Seattle and the Seattle Fire Chiefs Association, IAFF, Local 2898, as the representative of certain employees, expired on December 31, 2004; and

WHEREAS, said employees continued to work after December 31, 2004, on condition that the subject of their wages continued to be negotiated during collective bargaining; and

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

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Personnel Director and recommended by the Mayor, the Mayor is hereby authorized for and on behalf of the City to execute a collective bargaining agreement with Seattle Fire Chiefs Association, IAFF, Local 2898, effective January 1, 2005 through December 31, 2007, substantially in the form attached hereto as Attachment 1 and identified as "Agreement by and between the City of Seattle and Seattle Fire Chiefs Association, IAFF, Local 2898, AFL-CIO-CLC, Effective through December 31, 2007."

Section 2. As requested by the Personnel Director and recommended by the Mayor, the Mayor is hereby authorized for and on behalf of the City to execute a Memorandum of Understanding with Seattle Fire Chiefs Association, IAFF, Local 2898, effective January 1, 2008 through December 31, 2008, substantially in the form attached hereto as Attachment 2 and

FILED CITY CLERK

identified as "Memorandum of Understanding by and between the City of Seattle and Seattle Fire Chiefs Association, IAFF, Local 2898, AFL-CIO-CLC, Covering terms and conditions of employment for the period of January 1, 2008 through December 31, 2008."

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

Section 4. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the 26th day of March, 2007, and signed by me in open session in authentication of its passage this 26th day of March, 2007.

President _____ of the City Council

Approved by me this 2nd day of April, 2007.

Gregory J. Nickels, Mayor

Filed by me this 2nd day of April, 2007.

City Clerk

(Seal)

Attachments:

BNS CITY CLERK

Attachment 1: Agreement by and between the City of Seattle and Seattle Fire Chiefs Association, IAFF, Local 2898, AFL-CIO-CLC, Effective through December 31, 2007.

Attachment 2: Memorandum of Understanding by and between the City of Seattle and Seattle Fire Chiefs Association, IAFF, Local 2898, AFL-CIO-CLC, Covering terms and conditions of employment for the period of January 1, 2008 through December 31, 2008.

SEA CITY CLERK

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AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

SEATTLE FIRE CHIEFS ASSOCIATION, IAFF, LOCAL 2898

AFL - CIO - CLC

Effective through December 31, 2007

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AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

SEATTLE FIRE CHIEFS ASSOCIATION, IAFF, LOCAL NO. 2898

AFL - CIO - CLC

PREAMBLE

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

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

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

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

ARTICLE 2 - UNION MEMBERSHIP

2.1 Each regular full-time employee promoted into the bargaining unit shall make application to become a member of the Union within thirty (30) days following the date of employment within the unit, and all other employees within the bargaining unit who have voluntarily become members of the Union shall maintain such membership in good standing, and failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided that it is expressly understood and agreed that the discharge of employees is governed by applicable provisions of the City Charter, which provisions are paramount and shall prevail; provided further that the above requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer by the employee to pay the regular dues uniformly required by the Union of its members in municipal employment. The Union will administer the provisions of this Article with regard to membership or association of employees in accord with its obligations under the law.

When an employee fails to fulfill the above obligation, the Union shall provide the employee and the Employer with thirty (30) calendar days written notification of the Union's intent to initiate discharge action.

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.

Employees who satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

2.2 There shall be no discrimination by the City against any employee on account of membership status, or union activity

2.3 The City shall make deductions on a regular basis from an employee's pay for the regular Union dues or other obligation agreed between the employee and the Union; provided such employees shall authorize said deductions in writing on a form to be filed with the City. The City shall remit such deductions to the Union. The performance of this function is recognized as a service to the Union by the Employer.

2.4 The Union recognizes that it is the Union's exclusive responsibility to notify employees of their options regarding association and/or membership. The Union agrees to indemnify and save harmless the employer from any and all liability arising out of this Article.

ARTICLE 3 - SALARIES

3.1 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.

3.2 The hourly rate of pay for employees shall be determined as follows:

99.25 shifts X 24 hours = 2382 Annual hours
Monthly salary X 12 = Annual salary
Annual salary ÷ 2382 = Hourly rate
Hourly rate X 91.4 = Biweekly rate

or, for 40 hour employees:

Monthly salary X 12 = Annual salary
Annual salary ÷ 2088 = Hourly rate

3.3 Employees who work, or are otherwise entitled to pay, for all scheduled shifts in a work schedule that averages 45.7 hours per week on an annual basis shall be paid for 91.4 hours a pay period regardless of the number of hours actually worked. The bi-weekly pay of employees 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 91.4 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.

3.4 When an employee's number of actual hours worked is 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 his/her compensation be reduced for working less time as a result of said adjustments.

3.5 In the event an employee covered by this Agreement leaves the service of the Fire Department and within a year the Fire Department rehires 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.

3.6 Upon promotion to a position in the bargaining unit, an employee previously in a position classified as Captain shall be granted service credit for work in an out of class basis in the position to which

promoted if the conditions below are met. Similarly, upon promotion to a Deputy Chief position in the bargaining unit, an employee previously in a Battalion Chief position shall be granted service credit for work in an out of class basis in a Deputy Chief position if the following conditions are met:

1. The higher level position to which the employee is promoted is in the same Fire Department unit (Operations, FAC, FMO, Paramedics) in which the out of class assignment was worked.

2. The out of class assignment continued for at least six (6) consecutive months immediately prior to the promotion. (The "consecutive months" will be considered to have been interrupted if the employee was absent from duty for any reason for a total of eight or more shifts.)

ARTICLE 4 - HOURS OF DUTY

4.1 The number of hours assigned duty per week for employees under this Agreement shall be continued in accordance with provisions as set forth in this Agreement. Nothing herein shall limit the City in exercising discretion in varying the hours of duty of any employee. Employees working an average work week of 45.7 hours shall work a base schedule of a twenty-four (24) hour shift. Employees assigned to other divisions shall work forty (40) hours per /week.

4.2 Employees in the Operations Division may work a maximum of two consecutive 24-hour shifts provided that such a work assignment does not affect the employees' ability to safely perform their duties on the job and that the employees have not worked another two consecutive 24-shifts earlier in that month.

4.3 The City and the Union may open negotiations on Article 4.2 in the event that there is evidence of a pattern that two consecutive 24-hour shifts are causing harm to the safety of Fire Personnel.

4.4 Employees will have twenty-four (24) hours off duty before and after a change of schedule to or from Operations and Administrative schedules.

4.5 Upon mutual agreement of the Department and the employee, the Department may divide and reschedule an employee's debit shifts to accommodate training, assignment as Supervising Chief or other special Department needs. Each instance whereby hours of a debit shift are divided and rescheduled by mutual agreement, shall be considered on its own and shall not set a precedent for future such agreements.

4.6 The City agrees to a Special Relief program for all employees covered by this Agreement. Early or Late Relief shall be permitted on a position by position basis subject to approval by the Employer.

4.7 Floating debit shifts scheduled but not worked due to disability shall not be rescheduled at a later date.

4.8.1 Employees shall work, in addition to the regularly scheduled twenty-four (24) hour shifts, four (4) scheduled and four (4) floating debit shifts per year to result in an average 45.7-hour work week. Employees may cancel owed debit shifts, upon approval of the Chief, with accrued vacation, holiday hours or accrued compensatory time. It is expected, however, that most debit shifts shall be worked. (Accrued

vacation for purposes of this Article shall mean the vacation amount due that year and may include accumulated or saved vacation.)

The amount of debit shift time owed by an employee at any point during the year may be computed as two and one-tenth (2.1) hours per each scheduled twenty-four (24) hour shift. That figure is derived as follows:

Current Hours

There are 91 scheduled shifts
There are 8 debit shifts

8 ÷ 91 = .088 (partial hour owed per hour worked)
.088 x 24 = 2.1 (hours owed per scheduled shift)

4.8.2 Debit shift time owed per scheduled shift will not be accrued for scheduled twenty-four (24) hour shifts which are not worked due to:

a) Detail to other than a 24-hour shift schedule rotation.

b) Participation in a training program for one (1) full shift or more. If the training program was requested by the employee and not a program offered or encouraged for attendance by the Department, this exception shall not be allowed.

c) Disability leave paid for one full shift or more by LEOFF I or sick leave Benefits or without pay.

4.8.3 An annual accounting of debit shifts shall be made at the end of the calendar year. If the provisions of 4.5.4, 4.5.5 or 4.5.6 apply and an employee either owes or is owed debit shift time, the appropriate adjustment in compensation will occur in the third pay period of the new year. The above is conditioned on employees completing and forwarding Form 33 immediately after the occurrence of each event which impacts their debit shifts.

4.8.4 At the time of the annual accounting or upon separation from employment, including retirement, debit shift time owed by the employee will be charged against, at the employee's choice, accrued compensatory, vacation or holiday time. Debit shift time worked over the amount owed will be credited back to the employee per Section 5.2.1 of Article 5.

4.8.5 If the employee owes debit time in less than a full shift of twenty-four (24) hours, the employee may be allowed to work a partial shift; work

a shift to include the debit time plus additional hours which shall be compensated for pursuant to the provisions of Section 5.2.1 of Article 5; or cancel same as provided in 4.5.4.

4.8.6 If, at year end, it is determined that an employee has not worked all debit time owed and has been paid for a shift of overtime pursuant to the provisions of Section 5.2.1, the debit hours owed shall be charged against the employee's accrued vacation, or compensatory time at the rate the employee was compensated for the overtime hours.

ARTICLE 5 - OVERTIME PAY

5.1.1 Work performed outside of the employee's regular scheduled shift(s) shall be compensated (pay or compensatory time) at the overtime rate of time and one-half the employee's regular rate of pay for actual hours worked. All non-emergency overtime work must be approved by the employee's immediate supervisor.

5.1.2 All overtime compensation shall be at the rate of time and one-half (1 1/2). Such overtime compensation shall be in the form of pay or employees may receive compensatory time at the overtime rate in lieu of overtime pay upon approval of the Chief of the Department. Any overtime earned after the Fair Labor Standards Act threshold of 212 hours in a twenty-eight (28) day work period shall be in the form of pay in all cases. The FLSA period shall begin on the first day of a pay period, with the beginning on June 14, 1995. The overtime rate of pay shall be determined from the applicable straight time hourly rate. Additionally, overtime worked pursuant to reimbursable activity shall be compensated at the overtime rate in the form of pay and shall not be taken as compensatory time.

5.2.1 Employees called out, while off duty, on a multiple alarm or other emergency shall be credited with a minimum of four (4) hours of overtime for such call out and shall be paid at time and one-half the straight time hourly rate of pay for all hours worked.

5.2.2 Employees called back to work at the request of the Chief for disciplinary hearings, ordered to appear in court on Department business, or returned to duty on other Department business on their regular time off shall be compensated at the rate of one and one-half times their hourly rate with a minimum of four (4) hours of overtime for such call out.

5.2.3 Employees shall not be entitled to work full-shift overtime in any given quarter of the year without first having worked at least one (1) debit shift in that quarter, assuming that all debits for the year have not been worked already.

5.3.1 Vacancies (all absences of more than 12 hours) occurring in the Battalion and Deputy Chief ranks in the Operations Division not covered by a member working a debit shift shall be filled by those Battalion/Deputy Chiefs in the bargaining unit who have volunteered for overtime assignments to ensure that there are at least six chiefs on

duty. Long-term acting battalion chiefs will not be assigned until after the first eight continuous shifts of a battalion chief's absence. Specialty unit positions shall be filled prior to determining whether the Department is in an overtime hiring mode. Full time shift overtime shall not apply to displace Captains who are working in long term out of class assignments as Battalion Chiefs.

5.3.2 Employees shall be hired for overtime from a voluntary overtime signup list. If those Chiefs on the log are not available, the Department may fill such overtime positions as its policy and procedure may provide. "Availability" shall be determined by one phone call to the number provided by the employee on the overtime log. Long distance calls shall be at the employee's expense. Employees shall be scheduled and called for overtime work in such a manner as will, so far as practicable, rotate overtime work opportunities among employees covered by this Agreement. Vacant positions shall be filled first by employees holding the rank of the vacant position(s). If no employee holding the rank of the vacant position is available, the Department shall hire any employee of the bargaining unit who has signed up to work. If more than one employee has signed up to work overtime, the member with the least number of previously worked overtime hours shall be hired.

5.3.3 The Union shall be granted access to the Department's full shift overtime log specified in 5.3.1.

ARTICLE 6 - TEMPORARY DETAIL TO HIGHER POSITIONS

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

1. In excess of four (4) hours, but less than five (5) consecutive shifts or forty (40) hours, at the beginning rate of Fire Chief, Deputy.

2. For five (5) consecutive shifts or forty 40 hours, shall be paid at the first level of the position which they are filling which exceeds the level in 1. above for all hours so assigned and worked.

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

1. In excess of four (4) hours, but less than ten (10) consecutive shifts or eighty (80) hours, at the first rate of Fire Chief, Assistant, which exceeds the employee's Deputy Chief rate.

2. For ten (10) consecutive shifts or eighty (80) hours, shall be paid at the first rate of the position which they are filling for all hours so assigned and worked which exceeds the employee's Deputy Chief rate.

6.1.3 Effective December 27, 2006, employees holding the rank of Battalion Chief assigned to administrative duties shall receive a premium equivalent to 7.5% of top step pay while so assigned.

ARTICLE 7 - HOLIDAYS

7.1.1 Employees who work the 45.7-hour average work week shall be granted time off in lieu of paid holidays at the rate of four (4) working shifts off duty with pay each year. The City shall schedule accrued holiday time off four (4) times per year, in accordance with the staffing needs of the Department, but with full consideration for the wishes of the employees involved.

7.1.2 If an employee is unable to take holiday time off due to disability, the holiday may not be rescheduled; provided, however, should the employee retire from that disability and be unable to reschedule the holiday, the hours shall be paid for at the straight time rate of pay in effect at the time the holiday time off was due.

7.1.3 In addition to the above holiday time, employees working the 45.7-hour average work week on September 1 of each calendar year shall be credited with (thirty) 30 merits for the ensuing calendar year; employees working the 45.7-hour average work week shall be credited with sixty (60) merits on Martin Luther King's Birthday observance.

7.2.1 Employees assigned schedules which result in an average forty (40) hour work week and for which shifts are normally scheduled Monday through Friday, shall observe the following holidays as designated for observance by the majority of other City employees:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day
Two (2) Personal Holidays

7.2.2 Employees who observe holidays pursuant to 7.2.1 and are required to work on said holidays shall be paid one and one-half (1½) times the employee's regular rate of pay for all hours worked and, in addition, another day off will then be rescheduled.

7.2.3 The two Personal Holidays shall be due those employees who have been assigned to work a 40-hour work week. An employee transferred

to such position shall not be due a Personal Holiday until three consecutive months have been worked in the position. An employee temporarily detailed to such position will be due a Personal Holiday to be scheduled off during the detail provided the detail is for at least ten (10) shifts and the employee is unable to reschedule a missed holiday off in the Operations Unit within that quarter.

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

ARTICLE 8 - VACATIONS

8.1 Each employee working a 45.7-hour average work week shall be granted a vacation in accordance with the following schedule:

1 thru 6 yrs. service	5 shifts
7 thru 14 yrs. service	6 shifts
15 thru 19 yrs. service	7 shifts
20 yrs. service	8 shifts
21 thru 24 yrs. service	9 shifts
25 years service	10 shifts
26 or more years service	11 shifts

8.2 Vacations may be requested by the employee in writing to start and/or end on any date. All vacation requests are subject to approval of the Employer with no request unreasonably denied.

8.3 Employees working a forty (40) hour week shall be granted an equal number of hours as provided by Section 8.1 above.

8.4 An employee may, following one full calendar year of employment, carry over and/or accumulate forty-eight (48) hours of vacation annually, provided that, the number of vacation days carried over and/or accumulated shall not exceed one and one-half (1½) times the number of annual vacation hours for which such employee is currently eligible. An employee who is unable to take his/her regularly scheduled vacation, or portion thereof, as a result of disability or other work-related reasons approved by the Fire Chief shall have said vacation held over to the next calendar year.

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

8.6 Unpaid leaves of absence shall result in a loss of vacation granted in the next year by multiplying the given accrual factor by the number of scheduled hours of work (including debit shift hours) lost due to the unpaid leave and rounding to the nearest full hour.

Years of Service	Annual Hours of Work	
	2382	2088
7-14	.0605	.0690
15-19	.0705	.0805
20	.0806	.0920
21-24	.0907	.1035
25	.1008	.1150
26	.1110	.1265

As an example:

Hours of leave of absence: (20 years service)	11 shifts x 24 hours	=	264 hours
(2382 annual hours)	264 X .0806	=	21.278
		=	21 hours to be deducted from next year's vacation hours

ARTICLE 9 - SICKNESS AND DEATH IN FAMILY

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

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

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

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

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

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

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

9.5.4 An employee working a regularly scheduled shift may take the whole shift off if necessary but shall not be paid for more than 12 hours in any one calendar year. In the event that the emergency situation requires the employee's presence for more than 12 hours, the employee shall have the option of utilizing one of the following to offset any hours beyond twelve:

a. Holiday time
b. Vacation time
c. Compensatory time

9.5.5 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.

9.6 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 Sickness and Death in Family Leave, as provided in 9.1 and 9.2.

ARTICLE 10 - COMPENSATION FOR USE OF PRIVATE AUTOMOBILE

10.1 Any employee when required by the City to use his/her private automobile on Department business shall be compensated at the mileage rate (cents per mile) in effect at the time for other City employees (as specified by ordinance). This shall not cover any transportation to and from work. Mileage forms shall be provided by the City and be made available and on hand in every station.

10.2 Whenever an employee is notified of a detail to another assignment location during his/her off-duty time, the member shall receive thirty (30) minutes of pay at time and one-half (1 1/2).

10.3 If an employee is detailed to another station after reporting to his/her scheduled place of employment, he/she may use his/her private automobile to effect the detail if Department transportation is not furnished. If the employee uses his/her private automobile for the detail, he/she shall be compensated in accordance with Section 10.1 of this Article.

ARTICLE 11 - UNIFORM ALLOWANCE

11.1 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.

11.2 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.

11.3 Effective January 2, 2002, the base wage for each employee shall be increased in an amount equal to two hundred and fifty dollars ($250.00) annually to cover the cost of replacement of said uniform items.

11.4 Protective equipment and clothing purchased by the Department or for which the employee was reimbursed pursuant to Section 11.1, shall remain the property of the Department and shall be returned to the Department upon an employee's separation from employment. The employee is responsible for the safekeeping of all City purchased clothing and equipment. Normally, such equipment shall be kept at the fire station to which the employee is assigned. Such clothing and equipment shall not be used by employees for other than work for the Seattle Fire Department.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 Any dispute between the Employer and the Union concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. Such a dispute shall be processed in accordance with this Article. Any other type of dispute between the parties as well as disputes involving (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such, (2) disciplinary/discharge action taken by the Employer, except as specified in 12.10 and Article 13; and (3) Article 24 - Pensions, shall not be subject to the procedure delineated in this Article.

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

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

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

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

Step 2. A grievance which remains unresolved after the written decision is delivered in Step One shall be transmitted in writing by the aggrieved employee and/or Union involved to the Chief of the Fire Department with a copy to the Director of Labor Relations. Said transmittal must be accompanied by the following information:

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

The Chief of the Fire Department shall not be required to consider a grievance which is not referred to him/her within ten (10) calendar days following the Step 1 decision. A grievance properly filed shall be investigated by the Chief of the Department and/or the City Labor Relations Director or their respective designees. Such investigation, if deemed appropriate by the Chief of the Fire Department, may include a conference with the employee involved and his/her Union representative, if he/she has designated one. The Director of Labor Relations or his/her designee may thereafter make a confidential recommendation to the Chief of the Fire Department. The Chief of the Department shall make a decision on the matter in writing within ten (10) calendar days from the date when it was first received by 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, his/her 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 by 12.11. The Grievance Board shall not be required to consider a grievance which is not referred to the Director of Labor Relations within ten (10) calendar days following written notification of the Step 2 decision. The Director of Labor Relations or his/her 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 his designee from within the department
Member - President of the Union, Local 2898, I.A.F.F., or his designee from within Local 2898.

The Grievance Board shall issue its findings with recommendations for resolving the grievance in writing within ten (10) calendar days to the Chief of the Fire Department. The Chief shall within ten (10) calendar days thereafter render a decision on the issue with a copy to Local 2898, the aggrieved employee and the Director of Labor Relations.

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

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

(a) Identification of the section(s) of the Agreement allegedly violated.

(b) Details of the nature of the alleged violation.

(c) Position of the party who is referring the grievance to arbitration.

(d) Question(s) which the arbitrator is being asked to decide.

(e) Remedy sought.

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

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

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

(a) The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

(b) The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employees involved.

(c) The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

(d) The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

12.3 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.

12.4 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.

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

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

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

12.8 Any dispute as to whether or not a particular complaint has merit as a grievance as defined in Section 1 above shall be processed through the grievance procedure at the initiation of either party to this Agreement.

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

12.10 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided, however, disputes concerning disciplinary or discharge action shall not be subject to this Article but shall be processed in accordance with Public Safety Civil Service procedures and rules, unless such discipline involves the demotion, suspension or termination of a Battalion Chief, in which case grievance arbitration shall be available.

12.11 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.

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

12.13 Where the designated Officer as defined in Section 1 above is part of the bargaining unit, a grievance decision by said Officer shall not necessarily be conclusive nor set a precedent. Said decision shall be subject to review and/or reversal by the Chief of the Fire Department at any time. In case a decision is set aside as described above, the ensuing grievance time limits shall become operative when the grievant or Union is notified of the reversal.

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

ARTICLE 13 - DISCIPLINE AND APPEAL OF DISCIPLINE

13.1 The City shall have the right to discipline employees for just cause. As used herein, discipline shall be deemed to include a suspension without pay, demotion, discharge and involuntary transfer for disciplinary reasons. Just cause is not required for counseling, performance improvement plans (PIP), or involuntary transfers for non-disciplinary reasons.

13.2 Discipline may be appealed under the grievance procedure outlined in Article 12 or, if applicable, through Civil Service, but not both. If there are dual filings with the grievance procedure and the Public Safety Civil Service Commission (PSCSC), the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed withdrawn.

13.3 Employees shall have the right to Union representation in all investigatory interviews that the employee reasonably believes will result in disciplinary action against him or her.

ARTICLE 14 - SICK LEAVE AND LONG TERM DISABILITY

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

14.1.2 Employees eligible for such sick leave benefit shall be paid 25% of their accrued and unused sick leave balance upon retirement pursuant to the provisions of the retirement system under which employed.

14.1.3 An employee's beneficiary shall be paid 25% of the employee's accumulated and unused sick leave in the event of the death of such employee while employed by the City.

14.1.4 Payoff in 14.1.3 and 14.1.4 shall be made at the rate of pay of such employee upon retirement or death respectively.

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

14.2 For such employees identified in 14.1.1 and 14.1.2 who are exposed to a communicable disease in the line of duty and for whom specific preventative medication is deemed necessary by a physician in order to prevent the employee from acquiring the disease, the City will reimburse any out-of-pocket costs for the preventative medication which the employee has incurred and for which he/she will not otherwise be reimbursed. To obtain reimbursement the employee shall present satisfactory documentation with a written request for reimbursement to the City for approval of payment.

14.3 At the discretion of the Chief of the Fire Department, employees who receive medical benefits outlined in Article 19, Section 19.1.2 of this Agreement, may be required to see a physician designated by the Chief of the Fire Department to verify disability resulting in layoff or claims of injury, illness, or any other disability which would prevent the employee from performing his/her duties.

14.4 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 his/her sick leave benefits.

(a) This provision is applicable to employees covered under 14.1.1 and 14.1.2 of this Article.

(b) Use of such time is subject to the same criteria for use of sick leave as described by Ordinance as cited above.

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

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

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

14.8 If the employee has not been granted an extension of the leave of absence and does not report for work when scheduled to return from the leave of absence, the employee is considered to have quit. The Department shall send a registered letter to the employee stating that he is considered to have terminated employment if no answer is received within five (5) working days of receipt of the letter.

14.9 If the employee's former position is not available, the employee shall be notified of the first available position of comparable classification for which the individual is qualified. Such notice shall be sent by registered mail by the Chief of the Fire Department to the employee's last known address, with a copy to the Union President. If the employee fails to report for work or otherwise respond to the Chief of the Fire Department within one (1) week from the date of receipt of the notification, or if the notification letter is returned unclaimed, the employee shall forfeit all reinstatement rights.

14.10 Under the terms and conditions of the parties' Memorandum of Agreement, dated April 1, 1999, the City shall provide mandatory payroll deduction for monthly premium costs of a disability insurance plan to be selected periodically and administered by the Union.

14.11 Employees may apply for non-paid Family Medical Leave per the terms of City Ordinance 116761.

14.12 An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

14.13.1 Industrial Insurance. In no circumstances will the amount paid to an employee entitled to Industrial Insurance payments exceed the employee's gross pay minus mandatory deductions.

14.13.2 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: 1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and Seattle Fire Department policies and procedures; 2) attend all treatments and meetings related to rehabilitation and work hardening, conditioning or other treatment arranged by the City and authorized by the attending physician; 3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; 4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or the Seattle Fire Department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

ARTICLE 15 - JOINT LABOR MANAGEMENT COMMITTEE

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

15.1.2 The Committee shall be composed of a balance of representation from represented employees which may be from any bargaining unit with employees assigned to the Fire Department and non-represented employees, which shall include the Director of Labor Relations or designee.

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

15.1.4 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.

15.1.5 Nothing in this section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.

15.1.6 This section shall not deny any employee his/her rights granted under provisions of City, State and/or Federal Law.

ARTICLE 16 - UNION BUSINESS

16.1.1 Employees who are Union officials (three officers who constitute the Union's Executive Board) shall be granted one shift or a portion thereof without loss of pay to conduct Union business if a replacement acceptable to the Chief of the Department or his/her designee is arranged for by the Union. The cost of such replacement shall be paid by the Union.

16.1.2 Such employees may be granted time off without pay to conduct Union business at the discretion of the Chief of the Fire Department.

16.1.3 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.

16.1.4 In emergencies, the request may be submitted orally and later confirmed in writing. While working on shift, Union officials agree not to transact Union business that interferes with Department functions or normal routine. Upon written approval of the Chief, the Union President and/or his/her designee from the Union's Executive Board may be granted a reasonable amount of time off per year with pay to conduct official Union business, excluding all State legislative lobbying or activities. The Union will maintain a log of the actual time spent pursuing approved Union activities.

16.2 Union business may be conducted in the fire stations with permission of the Chief of the Department.

16.3 The Department will allow the Union use of bulletin board space in each station in a convenient location, which the Union may use for the posting of notices of official Union business. Material posted shall not refer to political matters nor to generally controversial subjects.

16.4 The City agrees not to restrict written communications between Local 2898 and its members if such written communication does not result in interference with the routine or the effectiveness of the station.

16.5 The Union agrees that any City property or facilities, including department apparatus, shall not be used for any non-duty related activities unless expressly approved by the Fire Chief or his/her designee in writing. Such requests may be made verbally and later confirmed in writing.

ARTICLE 17 - MANAGEMENT RIGHTS

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

ARTICLE 18 - PRODUCTIVITY AND PERFORMANCE OF DUTY

18.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his/her assigned duties to the best of his/her 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.

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

18.3 In accordance with Seattle Municipal Code (SMC) 4.64.010, as amended, it shall be a condition of employment that in the event there is made against an employee any claims and/or litigation arising from any conduct, acts or omissions of such employee in the scope and course of their City employment, the City Attorney of the City shall, at the request of the Chief and on behalf of said employee, investigate and defend such claims and/or litigation and, if a claim be deemed by the City Attorney a proper one or if judgment be rendered against such employee, said claim or judgment shall be paid by the City in accordance with procedures established by Ordinance 104526, as amended, for the settlement of claims and payment of judgments.

18.4 The parties recognize that delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance and interest to the City and Union and, as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties further recognize that work procedures and assignments or the introduction of any and all new, improved or automated methods or equipment to increase the productivity and performance of individual employee(s), company(s), and/or Department, may be established and/or revised as set forth in Article 17.

ARTICLE 19 - MEDICAL CARE, DENTAL CARE, VISION CARE AND LIFE INSURANCE

19.1.1 Medical Dental and Vision Care Programs - For employees covered by this Agreement who were hired before October 1, 1977 and are covered by State Statute RCW 41.26, the City will provide a medical, dental and vision care programs, as established by the City, for the dependents of eligible employees under conditions of the medical, dental and vision care contracts applicable to employees covered by this Agreement and which were in effect upon the effective date of this Agreement.

19.2 Medical, Dental and Vision Care Programs - For employees covered by this Agreement who are not covered by State Statute RCW 41.26 or who were hired on or after October 1, 1977, and who are not entitled to medical coverage under State Statute RCW 41.26, the City shall provide a medical, dental and vision care programs, as established by the City, for eligible employees and their eligible dependents under conditions of the medical, dental and vision contracts applicable to employees covered by this Agreement and which were in effect upon the effective date of this Agreement.

19.3 The Employer shall contribute eighty-five percent (85%) and the employee shall contribute fifteen percent (15%) of the medical, dental and vision premiums for employees covered under the plans identified for "Most City Employees". The Employer shall refund to the employees participating in the medical and dental programs the difference between what the Employer would have paid under the 85/15 premium share described in the previous sentence and what the employer actually paid during the time period beginning January 2005 and the implementation of the described cost sharing.

19.4 The medical, dental and vision plans offered by the City do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement, but the medical/dental benefits shall remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical, dental or vision benefits covered above and provide an alternative plan through another carrier. Benefit plan design changes will be accomplished through the Citywide Health Care Committee, however, any contemplated modification(s) to the medical or dental benefits afforded under the existing health care

program(s) or a change in carrier(s) shall first be discussed with the Union party to this Agreement.

19.5 The City, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care, dental care or vision care options.

19.6 Life Insurance - The City shall offer a voluntary Group Term Life Basic Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium refunds received by the City from the voluntary Group Term Life Basic Insurance option shall be administered as follows:

19.7.1 During the term of this Agreement, additional premium refunds shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of the employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

19.7.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies earmarked pursuant to 19.9.1 and 19.9.2, the Union shall be notified along with the Unions representing other City employees. The City will negotiate whether the 60% rebate attributable to employee contributions will be used to help pay the employees' share of monthly premiums or for life insurance purposes otherwise negotiated.

19.8 Employees under the age of 65 who retire from City service shall be entitled to participate in the medical plans offered to active employees. The costs of the premiums for the plans shall be paid by the retirees. The retirees may elect to obtain coverage for their dependents at the time of retirement pursuant to the same terms and conditions as may active employees. The City will provide this option to retirees with tiered-rate premiums. Employees age 65 and older may also participate in medical plans provided such coverage is available through a contracted insurance carrier.

19.9 There will be one enrollment period for retirees to select a particular medical option which will remain in effect until age 65 or after age 65 provided such coverage is available through the contracted insurance carrier. Retirees must elect coverage within thirty (30) days prior to retirement or no later than thirty (30) days after the end of COBRA

coverage and can only enroll eligible family members who were enrolled on a City medical plan immediately prior to retirement. Retirees can later remove dependents, but cannot re-enroll them at a later date. However, a retiree's spouse or domestic partner may delay enrollment if they have coverage through another employer at the time the retiree is first eligible to enroll. When coverage is lost with that employer, the spouse or domestic partner shall provide proof of loss of coverage and enroll within 31 days of loss of coverage. If a retiree declines coverage during the thirty (30) day initial enrollment period, he/she or his/her spouse, domestic partner or dependants cannot enroll at a later date. Any benefit changes to the medical and dental plans for active employees covered by this Agreement will automatically apply to the retiree plans.

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

ARTICLE 20 - GENERAL CONDITIONS

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

20.2 The parties agree that Battalion Chief/Deputy Chief assignments will be rotated on a regular basis. The parties will continue to negotiate over the details of the rotation process.

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

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

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

20.6 Payroll Errors

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

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

2. If the overpayment involved multiple paychecks and the amount of the overpayment exceeds fifty dollars:

a. By a repayment schedule through payroll deduction not to exceed twenty-six pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars per pay period; or

b. By a repayment schedule not to exceed thirteen (13) pay periods, with a minimum payroll deduction of not less than fifty dollars, if the employee does not agree to a repayment schedule.

3. By other means, as may be mutually agreed between the City and the employee.

B. If an employee separates from City service before an overpayment is repaid, any amount due the City will be deducted from his/her final paycheck.

ARTICLE 21 - PENSIONS

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

ARTICLE 22 - SUBORDINATION OF AGREEMENT

22.1 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.

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

ARTICLE 23 - SAVINGS CLAUSE

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

ARTICLE 24 - ENTIRE AGREEMENT

24.1 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.

24.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the City and the Union for the duration of this Agreement, each voluntarily and unqualifiedly, agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically governed by this Agreement, provided that Local 2898 does not waive its right to obligate the City to bargain with respect to any changes proposed by the City in the wages, hours, or working conditions of employees covered by this Agreement.

ARTICLE 25 - DURATION OF AGREEMENT

25.1 This Agreement shall become effective upon signing by the parties and shall remain in effect through December 31, 2007. 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 4 as stipulated in RCW 41.56.440.

25.2 At the appropriate time as described in Section 25.1 above, any contract changes desired by either party must be included in the opening letter and shall not be accepted at a later date unless mutually agreed upon by both parties.

Signed this 6th day of April, 2007

SEATTLE FIRE CHIEFS ASSOCIATION, IAFF, LOCAL 2898

Rick Verlinda, President

Tamalyn Nigretto, Secretary-Treasurer

Bruce Amer, Vice-President

CITY OF SEATTLE
Executed under the authority of
Ordinance 122366

Gregory J. Nickels, Mayor

APPENDIX A

Salaries shall be as provided below:

A.1.1 Effective December 29, 2004, salaries shall be increased by 2.5% and shall be in accordance with the following schedule:

Classification	Start	6 months	18 months
Fire Battalion Chief	$8,063	$8,352	$8,662
Fire Chief, Deputy	$9,205	$9,544	$9,963

A.1.2 Effective December 28, 2005, salaries shall be increased by 2.3% and 1.0% and shall be in accordance with the following schedule:

Classification	Start	6 months	18 months
Fire Battalion Chief	$8,331	$8,630	$8,950
Fire Chief, Deputy	$9,511	$9,861	$10,294

A.1.3 Effective December 27, 2006, salaries shall be increased by 4.6% and 1.0% and shall be in accordance with the following schedule:

Classification	Start	6 months	18 months
Fire Battalion Chief	$8,801	$9,117	$9,455
Fire Chief, Deputy	$10,048	$10,418	$10,875

A.1.4 A fifteen percent (15%) salary differential rounded to the nearest dollar shall be maintained between the top salary steps of the Fire Battalion Chief and Deputy Fire Chief classifications.

A.1.5 Effective December 27, 2006, Battalion Chiefs assigned to administrative duties shall receive a premium equivalent to 7.5% of top step while so assigned in accordance with Article 6.1.3.

A.2.1 Monthly longevity premiums based upon the top pay step of classification Fire Battalion Chief shall be added to salaries in Section A.1.1 during the life of this Agreement in accordance with the following schedule:

Length of Service	%	12/29/04	12/28/05	12/27/06
Completion of fifteen (15) years of service	5%	$433	$448	$473
Completion of twenty (20) years of service	6%	$520	$537	$567
Completion of twenty-five (25) years of service	9%	$780	$806	$851
Completion of thirty (30) years of service	10%	$866	$895	$946

A.2.2 Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to time served in good standing as a uniformed member of the Seattle Fire Department.

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

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

SEATTLE FIRE CHIEFS ASSOCIATION, IAFF, LOCAL 2898

AFL - CIO - CLC

Effective through December 31, 2004~~7~~

ATTACHMENT 1

CITY CLERK

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AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

SEATTLE FIRE CHIEFS ASSOCIATION, IAFF, LOCAL NO. 2898

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PREAMBLE

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

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

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ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

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

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ARTICLE 2 - UNION MEMBERSHIP

2.1 Each regular full-time employee promoted into the bargaining unit shall make application to become a member of the Union within thirty (30) days following the date of employment within the unit, and all other employees within the bargaining unit who have voluntarily become members of the Union shall maintain such membership in good standing, and failure by any such employee to apply for and/or maintain such membership in accordance with this provision shall constitute cause for discharge of such employee; provided that it is expressly understood and agreed that the discharge of employees is governed by applicable provisions of the City Charter, which provisions are paramount and shall prevail; provided further that the above requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer by the employee to pay the regular dues uniformly required by the Union of its members in municipal employment. The Union will administer the provisions of this Article with regard to membership or association of employees in accord with its obligations under the law.

When an employee fails to fulfill the above obligation, the Union shall provide the employee and the Employer with thirty (30) calendar days written notification of the Union's intent to initiate discharge action.

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.

Employees who satisfy the religious exemption requirements of RCW 41.56.122 shall contribute an amount equivalent to regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular monthly dues.

The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

2.2 There shall be no discrimination by the City against any employee on account of membership status, or union activity

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2.3 The City shall make deductions on a regular basis from an employee's pay for the regular Union dues or other obligation agreed between the employee and the Union; provided such employees shall authorize said deductions in writing on a form to be filed with the City. The City shall remit such deductions to the Union. The performance of this function is recognized as a service to the Union by the Employer.

2.4 The Union recognizes that it is the Union's exclusive responsibility to notify employees of their options regarding association and/or membership. The Union agrees to indemnify and save harmless the employer from any and all liability arising out of this Article.

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ARTICLE 3 - SALARIES

3.1 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.

3.2 The hourly rate of pay for employees shall be determined as follows:

99.25 shifts X 24 hours = 2382 Annual hours
Monthly salary X 12 = Annual salary
Annual salary ÷ 2382 = Hourly rate
Hourly rate X 91.4 = Biweekly rate

or, for 40 hour employees:

Monthly salary X 12 = Annual salary
Annual salary ÷ 2088 = Hourly rate

3.3 Employees who work, or are otherwise entitled to pay, for all scheduled shifts in a work schedule that averages 45.7 hours per week on an annual basis shall be paid for 91.4 hours a pay period regardless of the number of hours actually worked. The bi-weekly pay of employees 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 91.4 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.

3.4 When an employee's number of actual hours worked is 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 his/her compensation be reduced for working less time as a result of said adjustments.

3.5 In the event an employee covered by this Agreement leaves the service of the Fire Department and within a year the Fire Department rehires 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.

3.6 Upon promotion to a position in the bargaining unit, an employee previously in a position classified as Captain shall be granted service

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credit for work in an out of class basis in the position to which promoted if the conditions below are met. Similarly, upon promotion to a Deputy Chief position in the bargaining unit, an employee previously in a Battalion Chief position shall be granted service credit for work in an out of class basis in a Deputy Chief position if the following conditions are met:

1. The higher level position to which the employee is promoted is in the same Fire Department unit (Operations, FAC, FMO, Paramedics) in which the out of class assignment was worked.

2. The out of class assignment continued for at least six (6) consecutive months immediately prior to the promotion. (The "consecutive months" will be considered to have been interrupted if the employee was absent from duty for any reason for a total of eight or more shifts.)

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ARTICLE 4 - HOURS OF DUTY

4.1 The number of hours assigned duty per week for employees under this Agreement shall be continued in accordance with provisions as set forth in this Agreement. Nothing herein shall limit the City in exercising discretion in varying the hours of duty of any employee. Employees working an average work week of 45.7 hours shall work a base schedule of a twenty-four (24) hour shift. Employees assigned to other divisions shall work forty (40) hours per /week.

4.2 Employees in the Operations Division may work a maximum of two consecutive 24-hour shifts provided that such a work assignment does not affect the employees' ability to safely perform their duties on the job and that the employees have not worked another two consecutive 24-shifts earlier in that month.

4.3 The City and the Union may open negotiations on Article 4.2 in the event that there is evidence of a pattern that two consecutive 24-hour shifts are causing harm to the safety of Fire Personnel.

4.4 Employees will have twenty-four (24) hours off duty before and after a change of schedule to or from Operations and Administrative schedules.

4.25 Upon mutual agreement of the Department and the employee, the Department may divide and reschedule an employee's debit shifts to accommodate training, assignment as Supervising Chief or other special Department needs. Each instance whereby hours of a debit shift are divided and rescheduled by mutual agreement, shall be considered on its own and shall not set a precedent for future such agreements.

4.36 The City agrees to a Special Relief program for all employees covered by this Agreement. Early or Late Relief shall be permitted on a position by position basis subject to approval by the Employer.

4.47 Floating debit shifts scheduled but not worked due to disability shall not be rescheduled at a later date.

4.58.1 Employees shall work, in addition to the regularly scheduled twenty-four (24) hour shifts, four (4) scheduled and four (4) floating debit shifts per year to result in an average 45.7-hour work week. Employees may cancel owed debit shifts, upon approval of the Chief, with accrued vacation, holiday hours or accrued compensatory time. It

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is expected, however, that most debit shifts shall be worked. (Accrued vacation for purposes of this Article shall mean the vacation amount due that year and may include accumulated or saved vacation.)

The amount of debit shift time owed by an employee at any point during the year may be computed as two and one-tenth (2.1) hours per each scheduled twenty-four (24) hour shift. That figure is derived as follows:

Current Hours

There are 91 scheduled shifts
There are 8 debit shifts

8 ÷ 91 = .088 (partial hour owed per hour worked)
.088 x 24 = 2.1 (hours owed per scheduled shift)

4.58.2 Debit shift time owed per scheduled shift will not be accrued for scheduled twenty-four (24) hour shifts which are not worked due to:

a) Detail to other than a 24-hour shift schedule rotation.

b) Participation in a training program for one (1) full shift or more. If the training program was requested by the employee and not a program offered or encouraged for attendance by the Department, this exception shall not be allowed.

c) Disability leave paid for one full shift or more by LEOFF I or sick leave Benefits or without pay.

4.58.3 An annual accounting of debit shifts shall be made at the end of the calendar year. If the provisions of 4.5.4, 4.5.5 or 4.5.6 apply and an employee either owes or is owed debit shift time, the appropriate adjustment in compensation will occur in the third pay period of the new year. The above is conditioned on employees completing and forwarding Form 33 immediately after the occurrence of each event which impacts their debit shifts.

4.58.4 At the time of the annual accounting or upon separation from employment, including retirement, debit shift time owed by the employee will be charged against, at the employee's choice, accrued compensatory, vacation or holiday time. Debit shift time worked over the amount owed will be credited back to the employee per Section 5.2.1 of Article 5.

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4.58.5 If the employee owes debit time in less than a full shift of twenty-four (24) hours, the employee may be allowed to work a partial shift; work a shift to include the debit time plus additional hours which shall be compensated for pursuant to the provisions of Section 5.2.1 of Article 5; or cancel same as provided in 4.5.4.

4.58.6 If, at year end, it is determined that an employee has not worked all debit time owed and has been paid for a shift of overtime pursuant to the provisions of Section 5.2.1, the debit hours owed shall be charged against the employee's accrued vacation, or compensatory time at the rate the employee was compensated for the overtime hours.

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ARTICLE 5 - OVERTIME PAY

~~5.1.1~~ ~~Employees who work more than four hours overtime in a two-week pay period shall be compensated at the rate of one and one-half (1 1/2) times the base hourly rate for each hour of overtime worked over four (4) hours within that pay period except for overtime worked and paid for per Sections 5.2.1, 5.2.2 and 5.2.3 below.~~

5.1.21 ~~Incidental overtime of less than one (1) hour prior to or after an employee's normal shift shall not be accumulated nor compensated as overtime. On the other hand, overtime worked prior to or after a normal shift shall be accumulated and may be compensated per 5.1.1 if one (1) hour or more in duration.~~ Work performed outside of the employee's regular scheduled shift(s) shall be compensated (pay or compensatory time) at the overtime rate of time and one-half the employee's regular rate of pay for actual hours worked. All non-emergency overtime work must be approved by the employee's immediate supervisor.

5.1.32 ~~Employees may receive compensatory time at the overtime rate in lieu of overtime pay upon approval of the Chief of the Department.~~ All overtime compensation shall be at the rate of time and one-half (1 1/2). Such overtime compensation shall be in the form of pay or employees may receive compensatory time at the overtime rate in lieu of overtime pay upon approval of the Chief of the Department. Any overtime earned after the Fair Labor Standards Act threshold of 212 hours in a twenty-eight (28) day work period shall be in the form of pay in all cases. The FLSA period shall begin on the first day of a pay period, with the beginning on June 14, 1995. The overtime rate of pay shall be determined from the applicable straight time hourly rate. Additionally, overtime worked pursuant to reimbursable activity shall be compensated at the overtime rate in the form of pay and shall not be taken as compensatory time.

~~5.2.1~~ ~~Employees covered by this Agreement called in to work an entire shift on an overtime basis shall be paid at one and one-half (1½) times the straight time hourly rate for the entire shift worked.~~

5.2.21 Employees called out, while off duty, on a multiple alarm or other emergency shall be credited with a minimum of four (4) hours of overtime for such call out and shall be paid at time and one-half the straight time hourly rate of pay for all hours worked.

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~~5.2.3~~ 5.2.2 Employees called back to work at the request of the Chief for disciplinary hearings, ordered to appear in court on Department business, or returned to duty on other Department business on their regular time off shall be compensated at the rate of one and one-half times their hourly rate with a minimum of four (4) hours of overtime for such call out.

5.2.43 Employees shall not be entitled to work full-shift overtime in any given quarter of the year without first having worked at least one (1) debit shift in that quarter, assuming that all debits for the year have not been worked already.

5.3.1 ~~Those Battalion Chiefs in the bargaining unit who have volunteered for overtime assignments shall be called first to work the overtime, and such overtime shall be provided on a position for position basis when the Department is in an overtime mode.~~ Vacancies (all absences of more than 12 hours) occurring in the Battalion and Deputy Chief ranks in the Operations Division not covered by a member working a debit shift shall be filled by those Battalion/Deputy Chiefs in the bargaining unit who have volunteered for overtime assignments to ensure that there are at least six chiefs on duty. Long-term acting battalion chiefs ~~captains~~ will not be assigned until after the first eight continuous shifts of a battalion chief's absence. Specialty unit positions shall be filled prior to determining whether the Department is in an overtime hiring mode. Full time shift overtime shall not apply to displace Captains who are working in long term out of class assignments as Battalion Chiefs. ~~If those Chiefs on the log are not available, the Department may fill such overtime positions as its policy and procedure may provide. "Availability" shall be determined by one phone call to the number provided by the employee on the overtime log. Long distance calls shall be at the employee's expense.~~

5.3.2 Employees shall be hired for overtime from a voluntary overtime signup list. If those Chiefs on the log are not available, the Department may fill such overtime positions as its policy and procedure may provide. "Availability" shall be determined by one phone call to the number provided by the employee on the overtime log. Long distance calls shall be at the employee's expense. Employees shall be scheduled and called for overtime work in such a manner as will, so far as practicable, rotate overtime work opportunities among employees covered by this Agreement. Vacant positions shall be filled first by employees holding the rank of the vacant position(s). If no employee holding the rank of the vacant position is available, the Department shall hire any employee of the bargaining unit who has signed up to work. If more than one employee has signed up to work overtime, the

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member with the least number of previously worked overtime hours shall be hired.

5.3.3 The Union shall be granted access to the Department's full shift overtime log specified in 5.3.1.

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ARTICLE 6 - TEMPORARY DETAIL TO HIGHER POSITIONS

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

1. In excess of four (4) hours, but less than five (5) consecutive shifts or forty (40) hours, at the beginning rate of Fire Chief, Deputy.

2. For five (5) consecutive shifts or forty 40 hours, shall be paid at the first level of the position which they are filling which exceeds the level in 1. above for all hours so assigned and worked.

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

1. In excess of four (4) hours, but less than ten (10) consecutive shifts or eighty (80) hours, at the first rate of Fire Chief, Assistant, which exceeds the employee's Deputy Chief rate.

2. For ten (10) consecutive shifts or eighty (80) hours, shall be paid at the first rate of the position which they are filling for all hours so assigned and worked which exceeds the employee's Deputy Chief rate.

6.1.3 Effective December 27, 2006, employees holding the rank of Battalion Chief assigned to administrative duties shall receive a premium equivalent to 7.5% of top step pay while so assigned.

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ARTICLE 7 - HOLIDAYS

7.1.1 Employees who work the 45.7-hour average work week shall be granted time off in lieu of paid holidays at the rate of four (4) working shifts off duty with pay each year. The City shall schedule accrued holiday time off four (4) times per year, in accordance with the staffing needs of the Department, but with full consideration for the wishes of the employees involved.

7.1.2 If an employee is unable to take holiday time off due to disability, the holiday may not be rescheduled; provided, however, should the employee retire from that disability and be unable to reschedule the holiday, the hours shall be paid for at the straight time rate of pay in effect at the time the holiday time off was due.

7.1.3 In addition to the above holiday time, employees working the 45.7-hour average work week on September 1 of each calendar year shall be credited with (thirty) 30 merits for the ensuing calendar year; employees working the 45.7-hour average work week shall be credited with sixty (60) merits on Martin Luther King's Birthday observance.

7.2.1 Employees assigned schedules which result in an average forty (40) hour work week and for which shifts are normally scheduled Monday through Friday, shall observe the following holidays as designated for observance by the majority of other City employees:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day
Two (2) Personal Holidays

7.2.2 Employees who observe holidays pursuant to 7.2.1 and are required to work on said holidays shall be paid one and one-half (1½) times the employee's regular rate of pay for all hours worked and, in addition, another day off will then be rescheduled.

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7.2.3 The two Personal Holidays shall be due those employees who have been assigned to work a 40-hour work week. An employee transferred to such position shall not be due a Personal Holiday until three consecutive months have been worked in the position. An employee temporarily detailed to such position will be due a Personal Holiday to be scheduled off during the detail provided the detail is for at least ten (10) shifts and the employee is unable to reschedule a missed holiday off in the Operations Unit within that quarter.

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

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ARTICLE 8 - VACATIONS

8.1 Each employee working a 45.7-hour average work week shall be granted a vacation in accordance with the following schedule:

1 thru 6 yrs. service	5 shifts
7 thru 14 yrs. service	6 shifts
15 thru 19 yrs. service	7 shifts
20 yrs. service	8 shifts
21 thru 24 yrs. service	9 shifts
25 years service	10 shifts
26 or more years service	11 shifts

8.2 Vacations may be requested by the employee in writing to start and/or end on any date. All vacation requests are subject to approval of the Employer with no request unreasonably denied.

~~8.3 An employee who is unable to take his/her regularly scheduled vacation, or portion thereof, as a result of disability shall have said vacation held over to the next calendar year.~~

8.43 Employees working a forty (40) hour week shall be granted an equal number of hours as provided by Section 8.1 above.

8.~~5~~4 An employee may, following one full calendar year of employment, carry over and/or accumulate forty-eight (48) hours of vacation annually, ~~subject to the following:~~ provided that,

~~(a)~~ ~~T~~the number of vacation days carried over and/or accumulated shall not exceed one and one-half (1½) times the number of annual vacation hours for which such employee is currently eligible. An employee who is unable to take his/her regularly scheduled vacation, or portion thereof, as a result of disability or other work-related reasons approved by the Fire Chief shall have said vacation held over to the next calendar year.

~~(b) Requests to use accumulated vacation hours may be granted at any time with the approval of the Employer.~~

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

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8.~~7~~6 Unpaid leaves of absence shall result in a loss of vacation granted in the next year by multiplying the given accrual factor by the number of scheduled hours of work (including debit shift hours) lost due to the unpaid leave and rounding to the nearest full hour.

Years of Service	Annual Hours of Work	
	2382	2088
7-14	.0605	.0690
15-19	.0705	.0805
20	.0806	.0920
21-24	.0907	.1035
25	.1008	.1150
26	.1110	.1265

As an example:

Hours of leave of absence: (20 years service)	11 shifts x 24 hours	=	264 hours
(2382 annual hours)	264 X .0806	=	21.278
		=	21 hours to be deducted from next year's vacation hours

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ARTICLE 9 - SICKNESS AND DEATH IN FAMILY

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

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

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

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

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

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

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

9.5.4 An employee working a regularly scheduled shift may take the whole shift off if necessary but shall not be paid for more than 12 hours in any one calendar year. In the event that the emergency situation requires the employee's presence for more than 12 hours, the employee shall have the option of utilizing one of the following to offset any hours beyond twelve:

a. Holiday time
b. Vacation time
c. Compensatory time

9.5.5 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.

9.6 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 Sickness and Death in Family Leave, as provided in 9.1 and 9.2.

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ARTICLE 10 - COMPENSATION FOR USE OF PRIVATE AUTOMOBILE

10.1 Any employee when required by the City to use his/her private automobile on Department business shall be compensated at the mileage rate (cents per mile) in effect at the time for other City employees (as specified by ordinance). This shall not cover any transportation to and from work. Mileage forms shall be provided by the City and be made available and on hand in every station.

10.2 Whenever an employee is notified of a detail to another assignment location during his/her off-duty time, the member shall receive thirty (30) minutes of pay at time and one-half (1 1/2).

10.3 If an employee is detailed to another station after reporting to his/her scheduled place of employment, he/she may use his/her private automobile to effect the detail if Department transportation is not furnished. If the employee uses his/her private automobile for the detail, he/she shall be compensated in accordance with Section 10.1 of this Article.

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ARTICLE 11 - UNIFORM ALLOWANCE

11.1 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.

11.2 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.

11.3 Effective January 2, 2002, the base wage for each employee shall be increased in an amount equal to two hundred and fifty dollars ($250.00) annually to cover the cost of replacement of said uniform items.

11.4 Protective equipment and clothing purchased by the Department or for which the employee was reimbursed pursuant to Section 11.1, shall remain the property of the Department and shall be returned to the Department upon an employee's separation from employment. The employee is responsible for the safekeeping of all City purchased clothing and equipment. Normally, such equipment shall be kept at the fire station to which the employee is assigned. Such clothing and equipment shall not be used by employees for other than work for the Seattle Fire Department.

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ARTICLE 12 - GRIEVANCE PROCEDURE

12.1 Any dispute between the Employer and the Union concerning the interpretation or claim of breach or violation of the express terms of this Agreement shall be deemed a grievance. Such a dispute shall be processed in accordance with this Article. Any other type of dispute between the parties as well as disputes involving (1) Public Safety Civil Service Commission Rules or Regulations whether specified in this Agreement or not, if there be such, (2) disciplinary/discharge action taken by the Employer, except as specified in 12.10 and Article 13; and (3) Article 24 - Pensions, shall not be subject to the procedure delineated in this Article.

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

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

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

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

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Step 2. A grievance which remains unresolved after the written decision is delivered in Step One shall be transmitted in writing by the aggrieved employee and/or Union involved to the Chief of the Fire Department with a copy to the Director of Labor Relations. Said transmittal must be accompanied by the following information:

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

The Chief of the Fire Department shall not be required to consider a grievance which is not referred to him/her within ten (10) calendar days following the Step 1 decision. A grievance properly filed shall be investigated by the Chief of the Department and/or the City Labor Relations Director or their respective designees. Such investigation, if deemed appropriate by the Chief of the Fire Department, may include a conference with the employee involved and his/her Union representative, if he/she has designated one. The Director of Labor Relations or his/her designee may thereafter make a confidential recommendation to the Chief of the Fire Department. The Chief of the Department shall make a decision on the matter in writing within ten (10) calendar days from the date when it was first received by 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, his/her 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 by 12.11. The Grievance Board shall not be required to consider a grievance which is not referred to the Director of Labor Relations within ten (10) calendar days following written notification of the Step 2 decision. The Director of Labor Relations or his/her designee listed below shall convene the Grievance Board within ten (10) calendar days upon receipt of a written request for review.

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The Grievance Board shall consist of:

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

The Grievance Board shall issue its findings with recommendations for resolving the grievance in writing within ten (10) calendar days to the Chief of the Fire Department. The Chief shall within ten (10) calendar days thereafter render a decision on the issue with a copy to Local 2898, the aggrieved employee and the Director of Labor Relations.

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

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

(a) Identification of the section(s) of the Agreement allegedly violated.

(b) Details of the nature of the alleged violation.

(c) Position of the party who is referring the grievance to arbitration.

(d) Question(s) which the arbitrator is being asked to decide.

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(e) Remedy sought.

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

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

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

(a) The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

(b) The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employees involved.

(c) The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

(d) The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

12.3 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.

12.4 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.

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

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

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

12.8 Any dispute as to whether or not a particular complaint has merit as a grievance as defined in Section 1 above shall be processed through the grievance procedure at the initiation of either party to this Agreement.

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

12.10 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided, however, disputes concerning disciplinary or discharge action shall not be subject to this Article but shall be processed in accordance with Public Safety Civil Service procedures and rules, unless such discipline involves the demotion, suspension or termination of a Battalion Chief, in which case grievance arbitration shall be available.

12.11 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.

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

12.13 Where the designated Officer as defined in Section 1 above is part of the bargaining unit, a grievance decision by said Officer shall not necessarily be conclusive nor set a precedent. Said decision shall be subject to review and/or reversal by the Chief of the Fire Department at any time. In case a decision is set aside as described above, the

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ensuing grievance time limits shall become operative when the grievant or Union is notified of the reversal.

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

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ARTICLE 13 - DISCIPLINE AND APPEAL OF DISCIPLINE

~~13.1.1 An employee who is subject to an investigatory interview which leads to disciplinary action including discharge may have a union representative present during the interview.~~

~~13.1.2 The Union shall be notified in advance of any interrogation and/or discharge interview as described above; however, Union representative attendance is not required if the member involved waives his/her rights in writing for such Union representation.~~

~~13.2 The discharged employee shall be given a written statement of the reason(s) for such discharge at the discharge interview or within three (3) calendar days thereafter.~~

~~13.3 Appeal of Discipline - An employee subject to disciplinary action, except discharge, may appeal the discipline to either the Fire Department Disciplinary Board or, if eligible to do so, to the Public Safety Civil Service Commission; or, when a Battalion Chief is suspended, demoted, or discharged, the employee may utilize the Grievance and Arbitration provision provided in this Agreement. However, 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 Commission (PSCSC) appeal procedures, the employee must use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the PSCSC. Under no circumstances may an employee use both the contract grievance procedure and the PSCSC procedures relative to the same action. If there are dual filings with the grievance procedure and the PSCSC, the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.~~

~~13.4 An employee may appeal a disciplinary action to the Fire Department Disciplinary Board by written notice of appeal. Such notice shall be filed with the Department within five (5) business days of receipt of written notification of final disciplinary action by the Chief of the Fire Department. Discharge of employment may only be appealed as allowed to the Public Safety Civil Service Commission (or as outlined above, Battalion Chiefs may utilize grievance arbitration in cases of time loss discipline).~~

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~~The Fire Department Disciplinary Board hearing will be scheduled and conducted in the following manner:~~

~~(a) The Chief of the Fire Department shall notify the employee and Union, in writing, of the time, date, and place of the requested hearing within seven (7) calendar days from receipt of the request for a hearing. The hearing shall be conducted within twenty-one (21) calendar days from the receipt of the request by the Chief; however, at least seven (7) calendar days notice shall be given prior to the scheduled hearing. In cases of emergencies of either party, the Chief of the Fire Department may grant a change of schedule. If due to an emergency of a personal nature, the employee is unable to appear at the scheduled disciplinary hearing, said employee shall notify the Chief of the Department of the reason for requesting a change. If the employee is not on duty, and the reschedule is not granted, specific arrangements shall be made where said employee can be contacted.~~

~~(b) The Board shall be composed of the following personnel:~~

~~(1) The Chief of the Fire Department or the Chief's designated staff officer, who shall conduct the hearing.~~

~~(2) The President of Local 2898 or his/her designated Union Executive Board member.~~

~~(3) Representative from the Labor Relations Staff of the City Personnel Division mutually agreed upon by the Chief, Director of Labor Relations and Local 2898.~~

~~(c) Union officials or departmental management personnel who are involved in the investigation of the reasons stated for the employee's discipline shall disclose all information regarding their part in the investigation prior to selection of the Board.~~

~~(d) The Disciplinary Board shall have the power to recommend the discipline as is deemed necessary.~~

~~(e) At the request of either the Fire Department or the Union and as part of the continuing investigation of the disciplinary issue, a pre-hearing conference shall be arranged to discuss the case. No member of the Disciplinary Board shall attend this conference. All evidence, testimony, exhibits, and other material matter shall be disclosed by all parties at the~~

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~~pre-hearing conference or prior to the disciplinary hearing and any evidence not disclosed shall not be admissible at the disciplinary hearing.~~

~~(f) The Board shall, by separate majority vote via a secret ballot, determine:~~

~~(1) If, in its estimation, an event requiring disciplinary action has occurred and, if so:~~

~~(2) What penalty, if any, should be recommended to the Chief.~~

~~(g) The numerical vote in subsections (1) and (2) above shall not be made public but shall be reported to the Chief in terms that a majority favored recommending a specific action.~~

~~(h) The findings and decision of the Disciplinary Board shall be forwarded to the Chief of the Department. The Chief shall have the authority to reduce any penalty decision by the Disciplinary Board, but shall not increase any penalties so decided by the Board.~~

~~(I) The Chief shall forward copies of his/her decision to the employee or employees, the Union, and the City Director of Labor Relations, within five (5) working days after the receipt of the Board's recommendation.~~

~~13.5 If a recording and/or transcript is made of a disciplinary hearing, it shall be made available to the Board or either party. Any tape recording or formal deposition that will be introduced as evidence at a disciplinary hearing will be made available to the opposing party prior to the hearing.~~

~~13.6 The employee may request the presence of a Union representative at any disciplinary hearings. In addition, the employee may have one person he/she desires present as an observer. The Department, in addition, may have two observers present at all disciplinary hearings.~~

~~13.7 The Chief of the Fire Department or his/her designee (excluding all bargaining unit classifications) shall be responsible for representing the Department at the hearing.~~

~~13.8 Hearing schedules may be continued with the mutual consent of the parties.~~

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~~13.9 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 which would be accrued had he/she not been suspended. In such a case a letter of revocation shall be forwarded to the employee involved and everything related to the incident removed from his/her personnel file.~~

~~13.10 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.~~

~~13.11 The services of the office of the City Personnel Director and/or Department EEO Officer shall be made available, upon request, to either party with respect to the provisions of this Article, and the Director of Labor Relations or his/her designee may attend any and all hearings.~~

~~13.12 If the employee submits in writing to the Chief of the Fire Department at least seventy-two (72) hours prior to the scheduled hearing a list consisting of a reasonable number of on-duty Fire Department employees who will appear as defense witnesses, the Department will ensure their attendance at the hearing with no loss of pay.~~

~~13.13 Nothing herein shall derogate from the exempt status of the rank of Fire Chief, Deputy as set forth in Article 20, Section 20.4. Demotion from that rank shall not be a proper subject for appeal under this contract.~~

13.1 The City shall have the right to discipline employees for just cause. As used herein, discipline shall be deemed to include a suspension without pay, demotion, discharge and involuntary transfer for disciplinary reasons. Just cause is not required for counseling, performance improvement plans (PIP), or involuntary transfers for non-disciplinary reasons.

13.2 Discipline may be appealed under the grievance procedure outlined in Article 12 or, if applicable, through Civil Service, but not both. If there are dual filings with the grievance procedure and the Public Safety Civil Service Commission (PSCSC), the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is

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received by the City, the contractual grievance shall be deemed withdrawn.

13.3 Employees shall have the right to Union representation in all investigatory interviews that the employee reasonably believes will result in disciplinary action against him or her.

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ARTICLE 14 - SICK LEAVE AND LONG TERM DISABILITY

14.1.1 Employees covered by this Agreement who are not granted disability leave pursuant to~~covered by~~ State Statute RCW Chapter 41.26,030(19) (disability leave) shall ~~receive~~accrue sick leave at the rate of .046 hours for each regularly scheduled hour of work including paid time off.~~benefits provided to other City employees by Ordinance as cited at Seattle Municipal Code, Chapter 4.24.~~

~~14.1.2 Employees covered by this Agreement hired on or after October 1, 1977, who are not entitled to disability leave under State Statute RCW 41.26, shall be granted sick leave benefits as provided by Ordinance as cited at Seattle Municipal Code, Chapter 4.24.~~

~~14.1.3 When possible in the employee's estimation, employees will utilize the "Tender Loving Care" program at Virginia Mason Hospital for their mildly ill children between the ages of six months and twelve years. Because the facility closes at 5:30 p.m., those employees who must care for their children during the evening due to the illness will be released from duty in sufficient time to pick up their children. Additionally, the program provides Pediatric Home Care for in-home nursing of children.~~

14.1.42 Employees eligible for such sick leave benefit shall be paid 25% of their accrued and unused sick leave balance upon retirement pursuant to the provisions of the retirement system under which employed.

14.1.~~5~~3 An employee's beneficiary shall be paid 25% of the employee's accumulated and unused sick leave in the event of the death of such employee while employed by the City.

14.1.~~6~~4 Payoff in 14.1.3 and 14.1.4 shall be made at the rate of pay of such employee upon retirement or death respectively.

14.1.~~7~~5 Employees who transfer to other City departments shall transfer all accumulated and unused sick leave to the new position in the accepting department.

~~14.2 For employees identified in 14.1.1 and 14.1.2 who are assigned to work an average of 45.7 hours per week, sick leave will be accrued at the rate of .046 hour for each hour on regular pay status as shown on the payroll but not to exceed 45.7 hours per week and only while so assigned.~~14.32 For such employees identified in 14.1.1 and 14.1.2 who are exposed to a communicable disease in the line of duty and for whom specific preventative medication is deemed necessary by a physician in order to prevent the employee from acquiring the disease,

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the City will reimburse any out-of-pocket costs for the preventative medication which the employee has incurred and for which he/she will not otherwise be reimbursed. To obtain reimbursement the employee shall present satisfactory documentation with a written request for reimbursement to the City for approval of payment.

14.43 At the discretion of the Chief of the Fire Department, employees who receive medical benefits outlined in Article 19, Section 19.1.2 of this Agreement, may be required to see a physician designated by the Chief of the Fire Department to verify disability resulting in layoff or claims of injury, illness, or any other disability which would prevent the employee from performing his/her duties.

14.54 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 his/her sick leave benefits.

(a) This provision is applicable to employees covered under 14.1.1 and 14.1.2 of this Article.

(b) Use of such time is subject to the same criteria for use of sick leave as described by Ordinance as cited above.

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

14.76 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 and whether or not the applicant will be guaranteed a job at the scheduled expiration of said leave of absence.

14.87 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

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that he/she is physically and mentally able to resume his/her normal duties.

14.98 If the employee has not been granted an extension of the leave of absence and does not report for work when scheduled to return from the leave of absence, the employee is considered to have quit. The Department shall send a registered letter to the employee stating that he is considered to have terminated employment if no answer is received within five (5) working days of receipt of the letter.

14.109 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.

14.110 Under the terms and conditions of the parties' Memorandum of Agreement, dated April 1, 1999, the City shall provide mandatory payroll deduction for monthly premium costs of a disability insurance plan to be selected periodically and administered by the Union.

14.121 Employees may apply for non-paid Family Medical Leave per the terms of City Ordinance 116761.

14.132 An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.

14.143.1 Industrial Insurance. In no circumstances will the amount paid to an employee entitled to Industrial Insurance payments exceed the employee's gross pay minus mandatory deductions.

14.143.2 Employees must meet the standards listed in SMC 4.44.020 to be eligible for the benefit amount provided herein, which exceeds the rate required to be paid by state law, hereinafter referred to as supplemental benefits. These standards require that employees: 1) comply with all Department of Labor and Industries rules and regulations and related City of Seattle and Seattle Fire Department policies and procedures; 2) attend all treatments and meetings related to rehabilitation and work hardening, conditioning or other treatment

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arranged by the City and authorized by the attending physician; 3) accept modified or alternative duty assigned by supervisors when released to perform such duty by the attending physician; 4) attend all meetings scheduled by the City of Seattle Workers' Compensation unit or the Seattle Fire Department concerning the employee's status or claim when properly notified at least five (5) working days in advance of such meeting, unless other medical treatment conflicts with the meeting and the employee provides twenty-four (24) hours' notice of such meeting or examination.

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

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ARTICLE 15 - JOINT LABOR MANAGEMENT COMMITTEE

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

15.1.2 The Committee shall be composed of a balance of representation from represented employees which may be from any bargaining unit with employees assigned to the Fire Department and non-represented employees, which shall include the Director of Labor Relations or designee.

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

15.1.4 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.

15.1.5 Nothing in this section shall be construed to limit, restrict, or reduce the management prerogatives outlined in this Agreement.

15.1.6 This section shall not deny any employee his/her rights granted under provisions of City, State and/or Federal Law.

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ARTICLE 16 - UNION BUSINESS

16.1.1 Employees who are Union officials (three officers who constitute the Union's Executive Board) shall be granted one shift or a portion thereof without loss of pay to conduct Union business if a replacement acceptable to the Chief of the Department or his/her designee is arranged for by the Union. The cost of such replacement shall be paid by the Union.

16.1.2 Such employees may be granted time off without pay to conduct Union business at the discretion of the Chief of the Fire Department.

16.1.3 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.

16.1.4 In emergencies, the request may be submitted orally and later confirmed in writing. While working on shift, Union officials agree not to transact Union business that interferes with Department functions or normal routine. Upon written approval of the Chief, the Union President and/or his/her designee from the Union's Executive Board may be granted a reasonable amount of time off per year with pay to conduct official Union business, excluding all State legislative lobbying or activities. The Union will maintain a log of the actual time spent pursuing approved Union activities.

16.2 Union business may be conducted in the fire stations with permission of the Chief of the Department.

16.3 The Department will allow the Union use of bulletin board space in each station in a convenient location, which the Union may use for the posting of notices of official Union business. Material posted shall not refer to political matters nor to generally controversial subjects.

16.4 The City agrees not to restrict written communications between Local 2898 and its members if such written communication does not result in interference with the routine or the effectiveness of the station.

16.5 The Union agrees that any City property or facilities, including department apparatus, shall not be used for any non-duty related activities unless expressly approved by the Fire Chief or his/her designee in writing. Such requests may be made verbally and later confirmed in writing.

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ARTICLE 17 - MANAGEMENT RIGHTS

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

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ARTICLE 18 - PRODUCTIVITY AND PERFORMANCE OF DUTY

18.1 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his/her assigned duties to the best of his/her 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.

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

18.3 In accordance with Seattle Municipal Code (SMC) 4.64.010, as amended, it shall be a condition of employment that in the event there is made against an employee any claims and/or litigation arising from any conduct, acts or omissions of such employee in the scope and course of their City employment, the City Attorney of the City shall, at the request of the Chief and on behalf of said employee, investigate and defend such claims and/or litigation and, if a claim be deemed by the City Attorney a proper one or if judgment be rendered against such employee, said claim or judgment shall be paid by the City in accordance with procedures established by Ordinance 104526, as amended, for the settlement of claims and payment of judgments.

18.4 The parties recognize that delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance and interest to the City and Union and, as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties further recognize that work procedures and assignments or the introduction of any and all new, improved or automated methods or equipment to increase the productivity and performance of individual employee(s), company(s), and/or Department, may be established and/or revised as set forth in Article 17.

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ARTICLE 19 - MEDICAL CARE, DENTAL CARE, VISION CARE AND LIFE INSURANCE

19.1.1 Medical ~~and~~ Dental and Vision Care Programs - For employees covered by this Agreement who were hired before October 1, 1977 and are covered by State Statute RCW 41.26, the City will provide a medical, ~~and~~ dental and vision care programs, as established by the City, for the dependents of eligible employees under conditions of the medical, ~~and~~ dental and vision care contracts applicable to employees covered by this Agreement and which were in effect upon the effective date of this Agreement.

19.2 Medical, ~~and~~ Dental and Vision Care Programs - For employees covered by this Agreement who are not covered by State Statute RCW 41.26 or who were hired on or after October 1, 1977, and who are not entitled to medical coverage under State Statute RCW 41.26, the City shall provide a medical, ~~and~~ dental and vision care programs, as established by the City, for eligible employees and their eligible dependents under conditions of the ~~medical care~~ medical, dental and vision contracts applicable to employees covered by this Agreement and which were in effect upon the effective date of this Agreement.

19.3 ~~During calendar year 2002, employees shall pay $120 per month for medical and dental premium costs. Employees will be responsible for payment of any increase in medical and dental premiums for any of the applicable plans for calendar years 2003 and 2004, up to ten percent (10%) per year. Premium increases in excess of ten percent (10%) per year for any of the applicable plans will be shared equally by the City and the employee~~The Employer shall contribute eighty-five percent (85%) and the employee shall contribute fifteen percent (15%) of the medical, ~~and~~ dental and vision premiums for employees covered under the plans identified for "Most City Employees". The Employer shall refund to the employees participating in the medical and dental programs the difference between what the Employer would have paid under the 85/15 premium share described in the previous sentence and what the employer actually paid during the time period beginning January 2005 and the implementation of the described cost sharing.

19.4 The medical, ~~and~~ dental and vision plans offered by the City do not have to remain exactly the same as the programs in effect upon the effective date of this Agreement, but the medical/dental benefits shall

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remain substantially the same. The City may, at its discretion, change the insurance carrier for any of the medical, ~~or~~ dental or vision benefits covered above and provide an alternative plan through another carrier. Benefit plan design changes will be accomplished through the Citywide Health Care Committee, however, any contemplated modification(s) to the medical or dental benefits afforded under the existing health care program(s) or a change in carrier(s) shall first be discussed with the Union party to this Agreement.

19.5 The City, at its discretion, may provide, and later discontinue if it deems appropriate, any other medical care, ~~or~~ dental care or vision care options.

19.6 Life Insurance - The City shall offer a voluntary Group Term Life Basic Insurance option to eligible employees. The employee shall pay sixty percent (60%) of the monthly premium and the City shall pay forty percent (40%) of the monthly premium at a premium rate established by the City and the carrier. Premium refunds received by the City from the voluntary Group Term Life Basic Insurance option shall be administered as follows:

19.7.1 During the term of this Agreement, additional premium refunds shall be divided so that forty percent (40%) can be used by the City to pay for the City's share of the monthly premiums, and sixty percent (60%) shall be used for benefit of the employees participating in the Group Term Life Insurance Plan in terms of benefit improvements, to pay the employees' share of the monthly premiums or for life insurance purposes otherwise negotiated.

19.7.2 Whenever the Group Term Life Insurance Fund contains substantial rebate monies earmarked pursuant to 19.9.1 and 19.9.2, the Union shall be notified along with the Unions representing other City employees. The City will negotiate whether the 60% rebate attributable to employee contributions will be used to help pay the employees' share of monthly premiums or for life insurance purposes otherwise negotiated.

19.8 Employees under the age of 65 who retire from City service shall be entitled to participate in the medical plans offered to active employees. The costs of the premiums for the plans shall be paid by the retirees. The retirees may elect to obtain coverage for their dependents at the time of retirement pursuant to the same terms and conditions as may active employees. The City will provide this option to retirees with tiered-rate premiums. Employees age 65 and older may also

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participate in medical plans provided such coverage is available through a contracted insurance carrier.

19.9 There will be one enrollment period for retirees to select a particular medical option which will remain in effect until age 65 or after age 65 provided such coverage is available through the contracted insurance carrier. Retirees must elect coverage within thirty (30) days prior to retirement or no later than thirty (30) days after the end of COBRA coverage and can only enroll eligible family members who were enrolled on a City medical plan immediately prior to retirement. Retirees can later remove dependents, but cannot re-enroll them at a later date. However, a retiree's spouse or domestic partner may delay enrollment if they have coverage through another employer at the time the retiree is first eligible to enroll. When coverage is lost with that employer, the spouse or domestic partner shall provide proof of loss of coverage and enroll within 31 days of loss of coverage. If a retiree declines coverage during the thirty (30) day initial enrollment period, he/she or his/her spouse, domestic partner or dependants cannot enroll at a later date. Any benefit changes to the medical and dental plans for active employees covered by this Agreement will automatically apply to the retiree plans.

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

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ARTICLE 20 - GENERAL CONDITIONS

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

20.2 The parties agree that Battalion Chief/Deputy Chief assignments will be rotated on a regular basis. The parties will continue to negotiate over the details of the rotation process.

20.~~2~~3 Notwithstanding any provisions of this Agreement, the Chief of the Fire Department or his/her designees may meet privately with an employee(s) covered by this Agreement for purposes of counseling relative to grievances, discipline or any other personal or departmental problems.

20.~~3~~4 The City agrees to notify an employee a minimum of thirty (30) calendar days prior to lay-offs for any reason with the exception of disciplinary action or discharge for good cause shown.

20.~~4~~5 The rank of Fire Chief, Deputy is exempt from the jurisdiction of the Public Safety Civil Service Commission and the creation and maintenance of such a rank shall be at the sole discretion of the Employer. When such a rank exists, selection of employees for the rank of Fire Chief, Deputy shall be at the discretion of the Chief of the Fire Department.

20.~~5~~6 Payroll Errors

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

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

CITY CLERK

2. If the overpayment involved multiple paychecks and the amount of the overpayment exceeds fifty dollars:
   a. By a repayment schedule through payroll deduction not to exceed twenty-six pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars per pay period; or
   b. By a repayment schedule not to exceed thirteen (13) pay periods, with a minimum payroll deduction of not less than fifty dollars, if the employee does not agree to a repayment schedule.

3. By other means, as may be mutually agreed between the City and the employee.

B. If an employee separates from City service before an overpayment is repaid, any amount due the City will be deducted from his/her final paycheck.

CITY CLERK

ARTICLE 21 - PENSIONS

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

CITY CLERK

ARTICLE 22 - SUBORDINATION OF AGREEMENT

22.1 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.

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

CITY CLERK

ARTICLE 23 - SAVINGS CLAUSE

23.1 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.

CITY CLERK

ARTICLE 24 - ENTIRE AGREEMENT

24.1 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.

24.2 The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, the City and the Union for the duration of this Agreement, each voluntarily and unqualifiedly, agrees to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically governed by this Agreement, provided that Local 2898 does not waive its right to obligate the City to bargain with respect to any changes proposed by the City in the wages, hours, or working conditions of employees covered by this Agreement.

DNS CITY CLERK

ARTICLE 25 - DURATION OF AGREEMENT

25.1 This Agreement shall become effective upon signing by the parties and shall remain in effect through December 31, 20047. 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 4 as stipulated in RCW 41.56.440.

25.2 At the appropriate time as described in Section 25.1 above, any contract changes desired by either party must be included in the opening letter and shall not be accepted at a later date unless mutually agreed upon by both parties.

Signed this _____ day of _____, 2007

SEATTLE FIRE CHIEFS ASSOCIATION, IAFF, LOCAL 2898

CITY OF SEATTLE
Executed under the authority of Ordinance _____

_____
Rick Verlinda, President

_____
Gregory J. Nickels, Mayor

_____
Tamalyn Nigretto, Secretary-Treasurer

_____
Bruce Amer, Vice-President

SMS CITY CLERK

APPENDIX A

~~Salaries shall be as provided below:~~

~~A.1.1 Effective January 2, 2002:~~

~~Classification~~	~~Start~~	~~6 months~~	~~18 months~~
~~Fire Battalion Chief~~	~~7413~~	~~7677~~	~~7964~~
~~Fire Chief, Deputy~~	~~8462~~	~~8774~~	~~9159~~

~~A.1.2 Effective July 3, 2002:~~

~~Classification~~	~~Start~~	~~6 months~~	~~18 months~~
~~Fire Battalion Chief~~	~~7561~~	~~7831~~	~~8123~~
~~Fire Chief, Deputy~~	~~8631~~	~~8949~~	~~9342~~

~~A.1.3 Effective January 1, 2003, the salaries enumerated in Appendix A, Section A.1.2 shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Consumer Price Index for June 2002 over the same index for June 2001, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84 = 100) as published by the Bureau of Labor Statistics.~~

~~A.1.4 Effective December 31, 2003, the salaries enumerated in Appendix A, Section A.1.3 shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Consumer Price Index for June 2003 over the same index for June 2002, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84 = 100), as published by the Bureau of Labor Statistics.~~

~~A.1.5 A fifteen percent (15%) salary differential rounded to the nearest dollar shall be maintained between the top salary steps of the Fire Battalion Chief and Deputy Fire Chief classifications.~~

CITY CLERK

~~A.2.1 Longevity premiums based upon the top pay step of classification Fire Battalion Chief shall be added to salaries in Section A.1.1 during the life of this Agreement in accordance with the following schedule:~~

~~Length of Service~~	~~Percentage~~	~~Monthly Equivalent in Dollars January 2, 2002~~	~~July 3, 2002~~
~~Completion of fifteen (15) years of service~~	~~2%~~	~~$159~~	~~162~~
~~Completion of twenty (20) years of service~~	~~3%~~	~~$239~~	~~244~~
~~Completion of twenty-five (25) years of service~~	~~6%~~	~~$478~~	~~487~~

~~A.2.1 Effective July 2, 2003, the longevity premium schedule shall be: 5% upon the completion of fifteen (15) years of service, 6% upon the completion of twenty (20) years of service, 9% upon the completion of twenty-five (25) years of service, and 10% upon the completion of thirty (30) years of service. The additional 1% longevity premium upon the completion of thirty (30) years of service is subject to review by both parties upon the expiration of this Agreement for the purpose of substitution with the City's matching deferred compensation.~~

~~A.2.2 Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to time served in good standing as a uniformed member of the Seattle Fire Department.~~

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

Salaries shall be as provided below:

A.1.1 Effective December 29, 2004, salaries shall be increased by 2.5% and shall be in accordance with the following schedule:

Classification	Start	6 months	18 months

CITY CLERK

Fire Battalion Chief	$8,063	$8,352	$8,662
Fire Chief, Deputy	$9,205	$9,544	$9,963

A.1.2 Effective December 28, 2005, salaries shall be increased by 2.3% and 1.0% and shall be in accordance with the following schedule:

Classification	Start	6 months	18 months
Fire Battalion Chief	$8,331	$8,630	$8,950
Fire Chief, Deputy	$9,511	$9,861	$10,294

A.1.3 Effective December 27, 2006, salaries shall be increased by 4.6% and 1.0% and shall be in accordance with the following schedule:

Classification	Start	6 months	18 months
Fire Battalion Chief	$8,801	$9,117	$9,455
Fire Chief, Deputy	$10,048	$10,418	$10,875

A.1.4 A fifteen percent (15%) salary differential rounded to the nearest dollar shall be maintained between the top salary steps of the Fire Battalion Chief and Deputy Fire Chief classifications.

A.1.5 Effective December 27, 2006, Battalion Chiefs assigned to administrative duties shall receive a premium equivalent to 7.5% of top step while so assigned in accordance with Article 6.1.3.

A.2.1 Monthly longevity premiums based upon the top pay step of classification Fire Battalion Chief shall be added to salaries in Section A.1.1 during the life of this Agreement in accordance with the following schedule:

Length of Service	%	12/29/04	12/28/05	12/27/06
Completion of fifteen (15) years of service	5%	$433	$448	$473

EMS CITY CLERK

Completion of twenty (20) years of service	6%	$520	$537	$567
Completion of twenty-five (25) years of service	9%	$780	$806	$851
Completion of thirty (30) years of service	10%	$866	$895	$946

A.2.2 Longevity premiums shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity premiums, service shall be limited to time served in good standing as a uniformed member of the Seattle Fire Department.

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

CITY CLERK

MEMORANDUM OF UNDERSTANDING

by and between

THE CITY OF SEATTLE

and the

SEATTLE FIRE CHIEFS ASSOCIATION, IAFF, LOCAL 2898

AFL-CIO-CLC

Covering terms and conditions of employment for the period of

January 1, 2008 through December 31, 2008

It is understood and agreed by and between the CITY OF SEATTLE (hereinafter referred to as the City) and the SEATTLE FIRE CHIEFS ASSOCIATION, IAFF, LOCAL 2898, AFL-CIO-CLC (hereinafter referred to as Local 2898) that:

For the period, January 1, 2008 – December 31, 2008, all wages, hours and working conditions shall continue as expressed in the labor agreement between the parties expiring December 31, 2007, except that effective December 26, 2007, the salaries enumerated in Appendix A, Section A.1.3 shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Consumer Price Index for June 2007 over the same index for June 2006, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items, Revised Series (1982-84 = 100) as published by the Bureau of Labor Statistics.

SIGNED this _____ day of _____ 2007.

SEATTLE FIRE CHIEFS ASSOCIATION,
IAFF, LOCAL 2898

_____
Rick Verlinda, President

_____
Tamalyn Nigretto, Secretary-Treasurer

CITY OF SEATTLE
Executed under the authority of
Ordinance _____

_____
Gregory J. Nickels, Mayor

_____
Bruce Amer, Vice-President

ATTACHMENT 2

CITY CLERK

Mark McDermott/David Brac. rz
PERS, Seattle Fire Chiefs, Local 2898, 2005-2008 FISC
March 13, 2007
Version #-2

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Personnel	David Bracilano/684-7874 Rufina Zuniga/684-7927	Karl Stickel/684-8085

Legislation Title: AN ORDINANCE relating to the Seattle Fire Chiefs Association, IAFF, Local 2898, authorizing execution of a collective bargaining agreement effective January 1, 2005 through December 31, 2007, and a Memorandum of Understanding effective January 1, 2008 through December 31, 2008 by and between the City of Seattle and the Seattle Fire Chiefs Association, IAFF, Local 2898, and ratifying and confirming prior acts.

- **Summary of the Legislation:** The attached ordinance authorizes the Mayor to execute a collective bargaining agreement between the City of Seattle and the Seattle Fire Chiefs Association, IAFF, Local 2898 for wages, benefits, staffing, and working conditions. The Collective Bargaining Agreement for 2005 through 2007 increases wages by 2.5% for 2005, 2.3% plus 1% for 2006, and 4.6% plus 1% for 2007.

  The Memorandum of Understanding effective January 1, 2008 through December 31, 2008 authorizes a wage increase effective December 26, 2007 of one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Consumer Price Index for June 2007 over the same index for June 2006, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%). The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W).

  For healthcare in 2005 through implementation, the healthcare plans and premium costs as described in the collective bargaining agreement through December 31, 2004 applies. Employees will receive medical and dental refunds beginning 2005 through the implementation of what the City would have paid on the premium share arrangement of 85% City paid/15% employee paid for the medical and dental plans described for "Most City Employees." The calculations for refund will be based on the union's proposal. Upon implementation of the contract, union members healthcare plans will change to the healthcare plans provided to most city employees with the total premium cost split at 85% paid by the City and 15% paid by the employee.

  Effective December 27, 2006, employees holding the rank of Battalion Chief assigned to administrative duties shall receive a premium equivalent to 7.5% of top step pay while so assigned.

SEA CITY CLERK

Additionally, minimum staffing for on-duty Chiefs will increase from 5 Chiefs to 6 Chiefs. All absences of more than twelve hours in the Operations Division, shall be filled by voluntary overtime by a bargaining unit member who is not working a debit shift to ensure at least six Chiefs on duty.

- **Background:** *(Include brief description of the purpose and context of legislation and include record of previous legislation and funding history, if applicable):*

The Collective Bargaining Agreement between the Seattle Fire Chiefs Association, IAFF, Local 2898 and the City of Seattle expired on December 31, 2004. The City and the Seattle Fire Chiefs Association, IAFF, Local 2898 commenced negotiations on November 23, 2004, were scheduled to go to arbitration the week of February 20, 2007 but reached a tentative agreement on February 13, 2007. The items considered for reaching a contract agreement included wages, healthcare, staffing, and other working conditions. Local 2898 ratified the settlement on March 2, 2007.

- *Please check one of the following:*

___ **This legislation does not have any financial implications.** (*Stop here and delete the remainder of this document prior to saving and printing.)*

__X__ **This legislation has financial implications.** *(Please complete all relevant sections that follow.)*

Appropriations: *This table should reflect appropriations that are a direct result of this legislation. In the event that the project/ programs associated with this ordinance have appropriations that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below.*

Fund Name and Number	Department	Budget Control Level*	2007 Appropriation	2008 Anticipated Appropriation
General Subfund (00100)	Fire Department	F3000	$756,630	$249,447
TOTAL				

**See budget book to obtain the appropriate Budget Control Level for your department.*

Notes: The 2007 and 2008 Anticipated Appropriations are dollar estimates of the value of the bargained items in the contract and may be revised based upon more detailed analysis that will support subsequent legislation providing actual budget appropriation to the Fire Department.

2007 CITY CLERK

Anticipated Revenue/Reimbursement: Resulting From This Legislation: *This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

Fund Name and Number	Department	Revenue Source	2007 Revenue	2008 Revenue
N/A				
TOTAL				

Notes:

Total Regular Positions Created Or Abrogated Through This Legislation, Including FTE Impact: *This table should only reflect the actual number of positions created by this legislation In the event that positions have been, or will be, created as a result of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

Position Title and Department*	Fund Name	Fund Number	Part-Time/ Full Time	2007 Positions	2007 FTE	2008 Positions**	2008 FTE**
N/A							
TOTAL							

* *List each position separately*
** *2008 positions and FTE are total 2008 position changes resulting from this legislation, not incremental changes. Therefore, under 2008, please be sure to include any continuing positions from 2007.*

Notes:

- **Do positions sunset in the future?** *(If yes, identify sunset date):*

  No

SEA CITY CLERK

Spending/Cash Flow: *This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.*

Fund Name and Number	Department	Budget Control Level*	2007 Expenditures	2008 Anticipated Expenditures
Not applicable				
TOTAL				

** See budget book to obtain the appropriate Budget Control Level for your department.*

Notes:

- **What is the financial cost of not implementing the legislation?** *(Estimate the costs to the City of not implementing the legislation, including estimated costs to maintain or expand an existing facility or the cost avoidance due to replacement of an existing facility, potential conflicts with regulatory requirements, or other potential costs if the legislation is not implemented.)*

  Without ratification of the agreement, members of the Seattle Fire Chiefs Association, IAFF, Local 2898 will continue to receive wages that were effective December 31, 2003.

- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** *(Include any potential alternatives to the proposed legislation, such as reducing fee-supported activities, identifying outside funding sources for fee-supported activities, etc.)*

  Not identified

- **Is the legislation subject to public hearing requirements:** *(If yes, what public hearings have been held to date, and/or what plans are in place to hold a public hearing(s) in the future.)*

  No

- **Other Issues** (*including long-term implications of the legislation*):

  None

Please list attachments to the fiscal note below:

None

CITY CLERK

City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

March 13, 2007

Honorable Nick Licata
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Licata:

I am pleased to transmit the attached proposed Council Bill which authorizes the execution of a Collective Bargaining Agreement and a Memorandum of Understanding to replace the agreement between the City and the Seattle Fire Chiefs Association, IAFF, Local 2898, that expired December 31, 2004, providing wages and conditions of employment through December 31, 2008.

The Collective Bargaining Agreement, effective January 1, 2005 through December 31, 2007, provides a base wage increase of 2.5% in 2005, 3.3% in 2006, and 5.6% in 2007. The Memorandum of Understanding, effective January 1, 2008 through December 31, 2008, provides a wage increase equal to 100% of the percentage increase in the Seattle-Tacoma-Bremerton Consumer Price Index for June 2007 over the same index for June 2006. The Agreement provides no change in the health care plans for 2005 and 2006. Effective upon the implementation of the contract, union members' health care plans will change to the health care plans provided to most City employees, with the total premium cost split at 85% paid by the City and 15% paid by the employees. The Agreement also provides a partial refund to the union members for contributions paid in 2005 through the implementation of the contract. Effective December 27, 2006, in the Battalion Chief rank, there will be 7.5% premium pay while assigned in Administration. Additionally, the minimum staffing for on-duty Chiefs will increase from five Chiefs to six Chiefs.

Thank you for your consideration of this legislation. Should you have questions, please contact David Bracilano at 684-7874 or Rufina Zuniga at 684-7927.

Sincerely,

GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749
Tel: (206) 684-4000, TDD: (206) 684-8811 Fax: (206) 684-5360, Email: mayors.office@seattle.gov
An equal employment opportunity, affirmative action employer. Accommodations for people with disabilities provided upon request.

2007 CITY CLERK

122366

STATE OF WASHINGTON – KING COUNTY

--ss.

209569 No. TITLE ONLY

CITY OF SEATTLE,CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:122365-122368

was published on

04/04/07

The amount of the fee charged for the foregoing publication is the sum of $ 69.75, which amount has been paid in full.

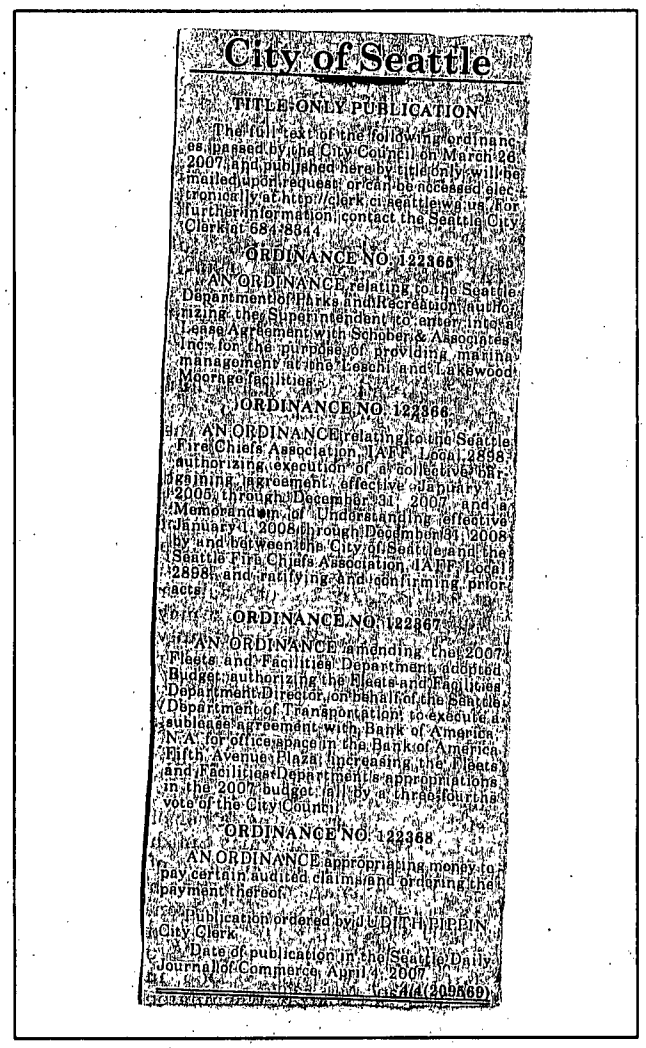
Subscribed and sworn to before me on

04/04/07

Notary public for the State of Washington, residing in Seattle

JENNIFER A. PATZER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES OCT 2, 2007

State of Washington, King County



City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances passed by the City Council on March 26, 2007, and published here by title only, will be mailed upon request or can be accessed electronically at http://clerk.ci.seattle.wa.us. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122365

AN ORDINANCE relating to the Seattle Department of Parks and Recreation; authorizing the Superintendent to enter into a Lease Agreement with Schober & Associates, Inc. for the purpose of providing marina management at the Leschi and Lakewood Moorage facilities.

ORDINANCE NO. 122366

AN ORDINANCE relating to the Seattle Fire Chiefs Association, IAFF, Local 2898; authorizing execution of a collective bargaining agreement, effective January 1, 2005 through December 31, 2007, and a Memorandum of Understanding effective January 1, 2008 through December 31, 2008, by and between the City of Seattle and the Seattle Fire Chiefs Association, IAFF, Local 2898; and ratifying and confirming prior acts.

ORDINANCE NO. 122367

AN ORDINANCE amending the 2007 Fleets and Facilities Department Adopted Budget; authorizing the Fleets and Facilities Department Director, on behalf of the Seattle Department of Transportation, to execute a sublease agreement with Bank of America, N.A. for office space in the Bank of America Fifth Avenue Plaza; increasing the Fleets and Facilities Department's appropriations in the 2007 budget; all by a three-fourths vote of the City Council.

ORDINANCE NO. 122368

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Publication ordered by JUDITH PIPPIN, City Clerk.

Date of publication in the Seattle Daily Journal of Commerce, April 4, 2007.

4/4(209869)

Page 2 of affidavit