#6

Dave Stewart/David Bracilano/sb
PER Local 27 CBA ORD
August 13, 2012
Version #1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL 117593

AN ORDINANCE relating to City employment; authorizing execution of a collective bargaining agreement between the City of Seattle and the International Association of Fire Fighters, Local 27 to be effective January 1, 2012 through December 31, 2014; providing payment therefor; and ratifying and confirming prior acts.

WHEREAS, a collective bargaining agreement between the City of Seattle and the International Association of Fire Fighters, Local 27 expired on December 31, 2011, and;

WHEREAS, employees represented by the International Association of Fire Fighters, Local 27 continued to work after December 31, 2011, on condition that the subject of their wages continued to be negotiated during collective bargaining; and

WHEREAS, collective bargaining has led to an agreement concerning wages, benefits and other conditions of employment between the City and the International Association of Fire Fighters, Local 27; 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 on behalf of the City to execute a collective bargaining agreement with the International Association of Fire Fighters, Local 27, effective January 1, 2012 through December 31, 2014, substantially in the form attached to this ordinance as Attachment 1 and identified as "Agreement by and between the City of Seattle and International Association of Fire Fighters, Local 27 AFL-CIO-CLC."

Section 2. The heads of employing units and/or their designees are hereby authorized to use unexpended and unencumbered salary funds accumulating in their budgets to pay the compensation authorized in the attached collective bargaining agreement.

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 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the ____ day of _____, 2012, and signed by me in open session in authentication of its passage this _____ day of _____, 2012.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2012.

_____

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2012.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1:
Agreement by and between the City of Seattle and International Association of Fire Fighters, Local 27 AFL-CIO-CLC

David Stewart/David Bracilano/sb
PER Local 27 CBA ORD ATT 1
August 13, 2012
Version #1

AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 27

AFL - CIO - CLC

Effective January 1, 20~~0~~12~~9~~ through December 31, 201~~1~~4

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AGREEMENT

BY AND BETWEEN

THE CITY OF SEATTLE

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 27

AFL - CIO - CLC

ARTICLE 1 - PREAMBLE

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

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

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

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

ARTICLE 3 - UNION MEMBERSHIP

3.1.1 Each regular full-time employee within the bargaining unit whose most recent employment by the City of Seattle commences on or after the certification election of the Union Shop 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 initiation fee and 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.

3.1.2 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.

3.1.3 Any disputes concerning the amount of dues or fees and/or the responsibility of the Union to the employees covered by this Agreement shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

3.1.4 Employees covered by this Agreement who satisfy the religious exemption criteria of RCW 41.56.122 shall contribute an amount equivalent to regular Union dues and initiation fees 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 to the Union 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.

3.2 There shall be no discrimination by the City against any employee or applicant for employment on account of membership status or union activity except as set forth above.

3.3 The City shall make deductions on a regular basis from an employee's pay for the regular Union dues and initiation fees; or other obligation agreed between the employee and the Union; provided such employees shall authorize said deductions in writing on a form to be filed with the City. The City shall remit such deductions to the Union.

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

ARTICLE 4 - SALARY SCALES

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

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

4.2 Effective December 31, 2008, the hourly rate of pay for employees covered by this Agreement shall be determined with the following formulas:

Monthly salary X 12 ÷ (52.2 x 45.7) = Hourly rate of pay for Operations Division (24 hour shift) schedules

Monthly salary X 12 ÷ (52.2 X 42) = Hourly rate of pay for Fire Alarm Center (FAC) and Medical Services Officer (MSO) schedule

or

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

4.2.1 Effective January 1, 2014, the hourly rate of pay for employees covered by this Agreement shall be determined with the following formulas:

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

Monthly salary X 12 ÷ (52.2 X 42) = Hourly rate of pay for Fire Alarm Center (FAC) and Medical Services Officer (MSO) schedule

or

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

4.3 Effective December 31, 2008, employees assigned to the Operations Division who work, or are otherwise entitled to pay, shall be paid for 91.4 hours a pay period regardless of the number of hours actually worked. The biweekly pay of fire fighters who are absent from scheduled work and are in a non-pay status for less than two shifts during the pay period shall be computed by subtracting the number of hours absent from 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.

4.3.1 Effective January 1, 2014, employees assigned to the Operations Division who work, or are otherwise entitled to pay, shall be paid for 90.46 hours a pay period regardless of the number of hours actually worked. The biweekly pay of fire fighters who are absent from scheduled work and are in a non-pay status for less than two shifts during the pay period shall be computed by subtracting the number of hours absent from 90.46 and multiplying by the hourly rate of pay. When unpaid absence equals two or more scheduled working shifts in one pay period, payment will be made only for time worked.

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

4.5 Employees assigned to other than the Operations Division 24-hour shift schedule or the Fire Alarm Center (FAC) schedule who work, or are otherwise entitled to pay, shall be paid for 80 hours a pay period regardless of the number of hours

actually worked. The biweekly pay of fire fighters who are absent from scheduled work and are in a non-pay status for less than two shifts during the pay period shall be computed by subtracting the number of hours absent from 80 and multiplying by the hourly rate of pay. When unpaid absence equals two or more scheduled working shifts in one pay period, payment will be made only for time worked.

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

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

ARTICLE 5 - HOURS OF DUTY

5.1.1 The number of hours assigned duty per week for employees under this Agreement shall be continued in accordance with provisions as set forth in this Agreement. Nothing herein shall limit the City in exercising discretion in varying the hours of duty of any employee in accordance with the past practices of the Seattle Fire Department; provided, however, that the employees working in the Operations Division shall work a base schedule of a twenty-four (24) hour shift.

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

5.1.3.1 Each employee working in the Operations Division, including assignment to the Fire Boat, shall be assigned a work number consisting of the employee's assigned platoon (A, B, C,D) and a number 1-13. In addition to the employee's assigned platoon schedule, the employee is assigned to work on the days upon which the work number falls. These days shall be referred to as debit shifts.

5.1.3.2 In consideration of the City's financial condition in recent years, the Union agrees that each employee working in the Operations Division, except MSO's but including employees assigned to the Fire Boat, shall be scheduled to work two (2) additional shifts beginning January 1, 2006. These shifts shall be referred to as "contract shifts".

5.1.3.3 Effective December 31, 2008, ~~E~~employees in the Operations Division, except MSO's, but including employees assigned to the Fire Boat shall be scheduled to work one (1) less contract shift.

5.1.3.4 Effective January, 1, 2014, the remaining contract shift shall be eliminated for all employees who currently work the contract shift.

5.1.3.~~5~~4 Starting in calendar year 2006, Operations Division employees shall utilize a grid to schedule contract shifts evenly throughout the calendar year.

5.1.3.~~6~~5 Employees in the Operations Division shall select which dates to work their contract shifts within the year via the grid. Members cannot select days in which they are already assigned (normal scheduled shifts or debit days). The order of selection shall be by seniority.

In Round 1 of the vacation grid scheduling process, employees may elect to use vacation leave to cancel their scheduled contract shifts. The next rounds of the vacation grid process shall proceed as mutually agreed to by the City and Union. ~~For calendar year 2006, the process to implement this provision shall be defined by separate Memorandum of Agreement.~~

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

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

5.1.6.1 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.

5.1.6.2 Employees may not work in Operations for 12 hours directly before and after working a 48-hour shift.

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

5.1.6.4 Members are responsible for monitoring their state of readiness. When a member's scheduled shift falls on the second consecutive shift and the member is not adequately rested to perform their duties, the member will inform his or her supervisor and request time off using sick leave, merits or other personal compensatory time.

5.1.6.5 If the Department discovers that a member is working two consecutive shifts for the second time in a month, the member will be relieved of duty and sent home. The member will use accumulated compensatory time or saved vacation to account for the remaining portion of the shift.

5.1.6.6 The City and the Union may reopen negotiations on Article 5.1.6.1 in the event that there is evidence of a pattern that two consecutive 24-hour shifts are causing harm to the safety of fire fighters.

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

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

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

5.2.4 A member planning to leave an Administrative position will give four months notice of such intent. Upon receiving such notice, the Department will advertise and fill the vacancy, giving the member who will be filling the Administrative position at least 60 days notice, unless the member voluntarily agrees to less notice. Under special circumstances where these notice provisions cannot be met, the parties agree to waive these timelines.

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

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

5.2.7 Employees will have at least 24 hours off ~~from~~ duty ~~be~~before and after a change of schedule within Operations or between Operations and Administrative schedules.~~tween changes in their work schedule. For training outside the Puget Sound area, travel time shall not be within 24 hours of reporting for Operations duty. All other transfers and schedule changes to or from Operations Division, but not within Operations, will have a minimum of 48 hours off duty.~~

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

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

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

5.4 The Fire Investigation work schedule may be changed per mutual agreement. In all cases, the employees assigned to the Fire Investigation Unit shall work a schedule which averages 4~~0~~2 hours per week.

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

5.6 Medical Service Officers shall work a schedule which averages 42 hours per week.

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

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

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

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

ARTICLE 6 - OVERTIME PAY

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

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

6.1.2 Overtime as described in Section 6.1.1, shall be paid for actual hours worked except as otherwise provided by Sections 6.2 and 6. 3; provided such overtime is authorized by the appointing authority.

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

6.3 In the event that overtime is not an extension at the beginning or end of a normal shift, the minimum payment shall be four (4) hours at the time and one-half (1 ½) rate. Time worked in excess of the four (4) hour minimum shall be compensated for the actual time worked thereafter in accordance with Section 6.1.1. When time worked in excess of the four (4) hour minimum is taken in compensatory time instead of pay, the employee shall be compensated at one and one-half (1 ½) times the regular straight time hourly rate rounded up to the nearest next half-hour for time worked thereafter.

6.4 Employees who are held over for staffing replacement shall be relieved of duty as soon as the replacement employee reports for duty. The Department has the

Effective through December 31, 2014

right to keep all Fire Companies in service. This shall be accomplished without holding employees over past their shifts, when possible.

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

Two (2) overtime logs will be maintained by the Department, one for regular, full-shift overtime and the other for special and project overtime. Special or project overtime are defined as any overtime that is not dedicated to maintaining budgeted minimum staffing in Operations. All overtime shall be logged in one of these two (2) logs. These two (2) logs shall conform to the following rules.

a. Two (2) new overtime calling registers will be made each January 1 for those employees desiring overtime. All previous work credit shall at that time be deleted. Regular, full shift overtime employees who indicate a desire to work on a specific shift will be called first for overtime work.
b. "Availability" shall be determined by one phone call to the number provided by the employee in the Department overtime hiring program.
c. Toll calls will be called collect.
d. Overtime assignments shall be accepted only by the employee.
e. Employees contacted for overtime work who refuse the assignment will be charged with a shift worked.
f. An employee may decline an agreed-to overtime shift (as the second consecutive shift) if they are not able to perform their duties. The employee will not be credited with a shift worked.
g. Every attempt will be made to give an employee at least three (3) hours' notice prior to the shift for which the employee is called.
h. Overtime worked to maintain budgeted minimum staffing in the Operations Division, which is less than twenty (20) consecutive hours shall not count as a full shift worked.
i Employees must be off for 12 hours directly before and after working a 48-hour shift before they are eligible to work another full-shift overtime.
j. The Union shall establish a specific number of overtime hours as a "Threshold" prior to January 1st of each year consistent with 6.5.p.
k. Employees whose number of hours worked (Regular, Special or Project) is below the "Threshold" will be selected for overtime based only on their number of hours worked regardless of their number of full shifts worked.

l. Employees whose number of hours worked (Regular, Special or Project) is at or above the "Threshold" will be selected for overtime based on the number of full shifts worked, and then, if necessary, by the number of hours worked.

m. The provisions of sections 6.5.j, 6.5.k and 6. 5.l shall not apply to callbacks for emergencies or multiple alarms.

n. The Union shall be granted access to the Department's regular full-shift and special overtime logs.

o. Overtime in the Operations Division shall be filled by personnel assigned to the Operations Division.

p. 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.

6.6 When overtime hiring is necessary to meet the minimum staffing level of the Department, vacancies shall be filled by employees of equal rank for Fire Fighters, Lieutenants and Captains and equal position for Fire Boat Pilots and Fire Boat Engineers; provided such employees have signed up to work on the voluntary overtime list and are available to work. The designation of apparatus driver is not considered to be a separate "rank." The equal rank provision shall not apply to Lieutenants and Captains in the Hazardous Materials Unit, the Marine Unit (including Fire Boat), or the Technical Rescue Unit.

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

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

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

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

6.10 Employees requested or required to assist Fire Companies at an emergency while on off-duty time, with the prior approval before going to work of the ranking officer, or a Battalion Chief at the scene of the emergency, will be paid a minimum of one (1) hour at the rate of time and one-half (1 ½) their straight time rate of pay. This Section

shall not be referred to when Fire Fighters are called out on an emergency as per Section 6.2 and 6.3 of this Article.

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

6.12 Employees shall receive thirty (30) minutes of pay at time and one-half (1 ½) when they are notified while off-duty for any of the following reasons: a) notice of a detail to another station b) the employee had accepted an overtime assignment and is notified by the hiring authority prior to reporting for duty that the overtime assignment has been cancelled, or c) the employee is directed by the court or court representative to contact the court by telephone on a specific off-duty date and time regarding a duty-related matter, or d) when the employee is contacted at home by a ranking officer of the Department for Department related business.

6.13 With the exception of shift extensions, which shall be administered Department wide, as described in Section 6.2, the overtime policies in the Fire Alarm Center, Fire Marshal's Office, Training Division, Battalion 3 and Fire Investigation Unit shall be administered per division policy as mutually agreed to by the City and the Union.

ARTICLE 7 - TEMPORARY DETAIL TO HIGHER POSITIONS

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

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

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

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

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

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

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

a. Nothing shall prevent the Department from alternating employees in and out of such assignments for a full shift to provide experience to a greater number of employees. Nor shall the Department be prevented from filling positions by transfer or any other method with employees of the same or higher rank as that of the absent officer.

b. Higher rates of pay for temporary detail to a higher position are paid only for time worked in the higher classification and not for any paid leave including LEOFF I disability leave.

ARTICLE 8 - HOLIDAYS AND HOLIDAY COMPENSATION

8.1.1 The following days shall be holidays:

New Year's Day (January 1)

Martin Luther King Day (third Monday in January)

Presidents' Day (third Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Veteran's Day (November 11)

Thanksgiving Day (fourth Thursday of November)

Day After Thanksgiving Day

Christmas Day (December 25)

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

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

8.1.4 Employees identified in 8.1.2 who are required to work on a designated holiday shall receive compensatory time off equivalent to the regular number of scheduled hours and shall be paid ~~a total of~~ time and one-half (1 ½) the regular hourly rate for time actually worked but not for less than four hours. The designated holiday shall be the day identified by the Department, as explained in 8.1.3.

8.1.5 Employees identified in 8.1.2 shall be eligible for two additional personal holidays per calendar year. The first personal holiday shall be available to those employees who work in such assignment on or before February 12th of a calendar year. The second personal holiday shall be available to employees who work in such assignment for at least six consecutive months. Personal holidays shall be scheduled in the same manner as earned vacation days. The Department shall make good faith efforts to accommodate personal holiday requests.

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

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

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

New Year's Day (January 1)

Martin Luther King Day (third Monday in January)

Presidents' Day (third Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Thanksgiving Day (fourth Thursday of November)

Day After Thanksgiving Day

Christmas Eve (December 24)

Christmas Day (December 25)

New Year's Eve (December 31)

~~8.3 Employees working in the Fire Investigation Unit have holiday hours off incorporated in the basic work schedule pursuant to Article 5, Section 5.4.~~

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

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

ARTICLE 9 - VACATIONS AND COMPENSATORY TIME

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

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

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

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

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

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

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

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

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

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

a. All Operations Division members who are not entitled to Unscheduled Vacations shall participate in the vacation grid selection process.

b. Captains, Fire Boat Pilots, Fire Boat Engineers, Staff 10, Medical Service Officers and members in the Staffing Pool who have been transferred to another platoon as a result of their inclusion in the Staffing Pool are entitled to Unscheduled Vacation and may participate in the vacation grid selection process.

c. Vacation scheduling shall be conducted in a manner mutually agreed upon by Local 27 and the City of Seattle.

d. There shall be five rounds of selection. Members are not required to participate in each round, provided that the member schedules all vacation days required to be used during the year by the close of round 5.

    1. In round 1, members shall have the opportunity to schedule vacation on contract shifts.

    2. In round 2, those members participating shall schedule one block of vacation day(s). The term "block" will be defined in the annual vacation grid questionnaire. A "block" may not exceed 7 shifts during the months of June, July, August, and September.

    3. In round 3, members may schedule vacation days in any combination that fits within the Grid.

    4. In round 4, members may schedule vacation days on individual debit days if available in the Grid.

COUNCIL CLERK

5. In round 5, members shall schedule the remainder of vacation days in any combination that fits within the Grid.

e. The order in which employees choose vacation on each platoon shall be by seniority in the Fire Department.

f. Operations members shall be notified in writing, prior to the beginning of the next year, of the vacation days they have been granted, in accordance with past practice.

9.3.2 Following one full calendar year of employment, an employee may save seventy-two (72) hours of vacation annually, subject to the following:

a. The number of saved vacation hours shall not exceed one and one-half (1½) times the number of annual vacation hours for which such employee is currently eligible.
b. Requests to save vacation hours must be made at the time vacations are being scheduled.
c. Requests to use saved vacation hours in addition to hours available on the grid may be granted only with the approval of the Fire Chief or his designee in the event the Department is significantly overstaffed.

9.4. An employee who is unable to take his/her regularly scheduled vacation, or portion thereof, as a result of disability, military leave, or other work-related reason approved by the Fire Chief shall have said vacation held over to the next calendar year. Vacation held over for the above-stated reasons must be scheduled and taken in the following year. Work-related vacation carry-over due to workload must be requested and approved by the end of the 3rd quarter. If the carry over vacation is not scheduled by February 1st of the following year, the Department will schedule the vacation for the Employee.

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

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

9.7 The Fire Department may grant trades of vacation shifts.

9.8.1 Employees assigned to the Operations Division may use accumulated compensatory time, saved vacation or leave without pay for days off on a first come first serve basis up to the number of slots established in Section 9.8.2.

9.8.2 Up to four slots on the accumulated compensatory time, saved vacation, and leave without pay side of the grid may be used in half-shift increments (12 hours). The 12-hour periods will be from 0800 to 2000 hours and from 2000 to 0800 hours.

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

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

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

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

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

9.10~~9~~ In recognition of the impact of the conversion of holiday time off to vacation, after the completion of recruit school and until the member is included in the vacation grid, he or she may use accrued vacation according to the following schedule only if it fits within the existing vacation grid. Members who are transferred to Operations prior to February 28 shall be allowed to use up to 3 shifts, prior to June 30 shall be allowed to use up to 2 shifts, and prior to October 31 shall be allowed to use up to 1 shift. Any vacation shift so used shall be deducted from the member's vacation balance.

9.1~~0~~1 Employees in the Operations Division and the Fire Alarm Center (FAC) shall be credited with eight (8) hours of compensatory time effective September 1 of each year of this agreement.

ARTICLE 10 - PERSONAL LEAVE AND LONG-TERM DISABILITY

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

FUNERAL AND BEREAVEMENT LEAVE

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

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

10.2.3 Employees notified of a death in the family while on duty shall be immediately excused from work for the balance of the shift, as funeral leave, if it is necessary that the employee be immediately off work to attend to such a situation. Such time off shall be with pay in addition to the benefit applicable. An employee who is working on an overtime basis will be allowed to leave work but will be paid only for hours actually worked. Time worked for less than twenty (20) consecutive hours shall not count as an overtime shift worked.

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

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

EMERGENCY LEAVE

10.3.1 The City agrees to allow up to a total of twelve (12) hours per calendar year off with pay for an employee when the Department is notified that unforeseen circumstances of an emergency nature, relating to a close relative, require the employee to be immediately off work to attend to such a situation. This provision shall also be applicable when notification of the need for emergency leave is given by the employee up to three (3) hours prior to the commencement of the work shift or during the work shift.

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

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

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

10.3.4 An employee who is working on an overtime basis will be allowed to leave work in an emergency such as described above, but will be paid only for hours actually worked. Time worked for less than twenty (20) consecutive hours shall not count as an overtime shift worked.

SICK LEAVE

10.4.1 Employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26, shall be granted sick leave benefits as provided under SMC 4.24, as amended. ~~Upon separation due to disability retirement, service retirement or death of employees, twenty-five percent (25%) of an employee's unused and accumulated sick leave will be paid to the employee as a cash payment at the straight-time rate of pay of such employee in effect on the day prior to the employee's separation.~~Effective upon signing, employees covered by this Agreement who are not

entitled to disability leave under State Statute RCW 41.26, shall either receive a cash payment or cash out sick leave upon retirement into a VEBA trust fund, designated by the Union, to pay health insurance premiums or other legally authorized healthcare costs for eligible future retirees and dependents, as directed by Local 27 on an annual basis, at the following rates:

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

10.4.2 For employees identified in 10.4.1 who are assigned to work an average of 45.7 hours or 45.23 hours beginning in 2014, and 42 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 or 45.23 hours beginning in 2014, and only while so assigned.

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

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

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

MEDICAL EXPENSE RETIREMENT PLAN (MERP)

10.5.1 Effective July 3, 2013, the City will contribute $25 per month to the Washington State Council of Fire Fighters MERP for employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26.

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

LEOFF I DEPENDENT CARE LEAVE

10.~~5~~6.1 Employees covered by this Agreement who are entitled to disability leave under State Statute RCW 41.26 (LEOFF I) will be provided a paid leave bank called "Dependent Care Leave" to use for dependent care.

10.~~5~~6.2 The City authorizes the use of Dependent Care Leave to care for an eligible family member of the LEOFF 1 member who has an illness, injury, or health care appointment requiring the absence of the LEOFF I member from work, or when such absence is recommended by a health care professional. For purposes of Dependent Care Leave, "eligible family member" has the same meaning as provided in Seattle Municipal Code 4.24.005(A); and "health care professional" has the same meaning as provided in Seattle Municipal Code 4.24.005(B). Dependent Care Leave may not be used for any other purpose.

10.~~5~~6.3 Effective January 1, 2009, at the beginning of each calendar year, each full-time LEOFF I member will accrue an additional 48 hours of Dependent Care Leave to be added to the existing hours in his/her Dependent Care Leave bank. The annual accrual of Dependent Care Leave hours for part-time LEOFF I members will be prorated. Unused Dependent Care Leave hours will be carried over to the next calendar year. There is no cap or maximum limit on the number of hours a LEOFF I member may accumulate in his/her Dependent Care Leave bank. LEOFF I members who transfer to other City departments may not transfer any accumulated or unused Dependent Care Leave to the new position in the accepting department. LEOFF I members may not donate Dependent Care Leave hours to other members or City employees. Dependent Care Leave hours may not be cashed out or paid off upon retirement or at any other time.

PHYSICIAN VERIFICATION OF ILLNESS/INJURY

10.~~6~~7.1 At the discretion of the Chief of the Fire Department, employees not entitled to medical coverage under State Statute RCW 41.26, may be required to see a physician designated by the Chief of the Fire Department to verify disability resulting in layoff or claims of injury, illness, or any other disability which would prevent the employee from performing his/her duties.

10.~~6~~7.2 Twenty-four hour shift employees who are not entitled to medical coverage under State Statute RCW 41.26 shall be required to obtain a physician's verification of illness/injury when their disability or the care of a dependent requires them to be absent from work for more than forty-eight consecutive hours; that is, if they miss a portion of a third consecutive shift. Twenty-four hour shift employees must obtain this verification no later than the day of the third shift missed. Forty hour per week employees are required to receive a physician's verification of illness/injury after thirty-two consecutive hours are missed on sick leave or dependent care sick leave. The Department reserves the right to counsel and discipline employees whose sick leave/dependent care use exceeds expected norms. The Department also has the right to require an employee whose sick leave usage is outside of expected norms to provide physician verification within six business hours (0900 - 1700, Monday through Sunday) of notifying the Department of the disability. The parties may open negotiations up until December 31, 2010 in the event there is evidence of a significant, measurable increase in sick leave usage over a reasonable period of time attributable to this new "physician verification after two shifts" standard.

FAMILY AND MEDICAL UNPAID LEAVE

10.~~7~~8.1 Employees may be granted up to ninety (90) days of unpaid leave in addition to any paid leave during any twelve (12) month period when needed to provide for the birth or adoption of a child, or for a serious health condition of:

a. the employee, spouse or domestic partner;
b. all children under age eighteen (18), plus children over eighteen if mentally or physically disabled
c. a parent of the employee or a parent of the spouse or domestic partner.

Taking Family and Medical Unpaid Leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. For serious health conditions, leave may be taken intermittently when medically necessary as certified by a health care provider. (SMC 4.26)

10.~~7~~8.2 During an unpaid leave of absence for family or medical reasons the City shall maintain its portion of the medical and dental premiums of whatever plan the employee has selected, for up to ninety (90) days, per Ordinance.

10.~~7~~8.3 An employee need not exhaust his or her accrued sick leave, compensatory time and/or vacation leave prior to requesting or taking family and medical leave (SMC 4.26.070).

MEDICAL LEAVE OF ABSENCE

10.~~89~~.1 Leaves of absence without pay for medical reasons due to a non-duty related injury or illness may be granted to an employee who has exhausted all of his/her paid sick leave for a period of up to six (6) months upon written approval by the City.

10.~~89~~.2 Applications for a leave of absence for medical reasons without pay or an extension thereof must be made in writing to the Fire Chief with a copy to the Personnel Director and notice of such application to the Union President. The granting of such a leave of absence, and extension thereof, or the refusal of such a leave and reasons therefore, must be in writing from the City. If granted, the City's response shall specify the length of the leave of absence, including the precise date on which the employee is expected to return to work, and whether or not the applicant will be guaranteed a job at the scheduled expiration of said leave of absence. This letter will also indicate, per Article 10.7.4, that failure to report or secure an extension will result in the employee being considered to have quit.

10.~~89~~.3 Applications for leaves of absence for medical reasons must be accompanied by a doctor's statement indicating the reason necessitating such a leave and the approximate duration if known. An employee who is ready to return from a medical leave of absence must also submit to the Chief of the Fire Department a doctor's statement that he/she is able to perform the essential functions of the job.

10.~~89~~.4 If the employee has not been granted an extension of the leave of absence and does not report for work when scheduled to return from the leave of absence, the employee is considered to have quit.

10.~~89~~.5 If the employee's former position is not available, the employee shall be notified of the first available position of comparable classification for which the individual is qualified. Such notice shall be sent by registered mail by the Chief of the Fire Department to the employee's last known address, with a copy to the Union President. If the employee fails to report for work or otherwise respond to the Chief of the Fire Department within one (1) week from the date of receipt of the notification, or if the notification letter is returned unclaimed, the employee shall forfeit all reinstatement rights.

10.~~89~~.6 An employee who goes on medical leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the medical leave period.

MILITARY LEAVE

10.~~9~~10.1 Regarding Military Leave, the City shall comply with applicable City, State and Federal laws.

10.~~9~~10.2 Employees who are mobilized for active military duty on or after January 1, 2005 and who are on unpaid leave of absence from the City shall be eligible for supplemental pay at 100% of their regular base rate of pay less the amount of military pay to which they are entitled.

COMMUNICABLE DISEASE EXPOSURE

10.1~~0~~1 For employees not entitled to disability leave allowance under State Statute RCW 41.26 who are exposed to a communicable disease in the line of duty and for whom specific screening or preventive medication is necessary in order to prevent the employee from acquiring the disease, the City will pay for the cost of same as long as treatment is attained from a source as designated or approved by the City.

LONG TERM DISABILITY

10.1~~1~~2 Under the terms and conditions of the parties' Memorandum of Agreement, dated December 22, 1998, the City shall provide mandatory payroll deduction for the monthly premium costs of a disability insurance plan to be selected periodically and administered by the Union.

ARTICLE 11 - COMPENSATION FOR USE OF PRIVATE AUTOMOBILE

11.1 Any employee when required by the City to use his/her private automobile on Department business shall be compensated at the mileage rate (cents per mile) in effect at the time for other City employees (as specified by ordinance). This shall not cover any transportation to and from work. When an employee uses a private automobile to travel to Department sponsored training, or court appearances, mileage reimbursement will be based on the distance from the employee's assigned workplace to the training or court location. Mileage forms shall be provided by the City and be made available and on hand in every station.

11.2 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 1 of this Article.

ARTICLE 12 - UNIFORM ALLOWANCE

12.1 The City shall provide and maintain at no cost to the employee all protective clothing and equipment pursuant to WAC 296-305-060. The City may issue said items directly, establish a procurement policy with a supplier or suppliers or reimburse employees for the purchase of said items in a timely manner which shall normally be within fourteen (14) calendar days of a request for reimbursement. The Department shall promulgate policies and procedures for same and shall notify the Union of subsequent modifications.

12.2 Employees shall be responsible for acquiring required uniform items in accordance with policy and procedure of the Department. The Department shall notify the Union of any changes to the required uniform.

12.3 New employees shall receive a $200 uniform allowance after the successful completion of six (6) months of continuous service from the employee's date of hire for reimbursement of the cost of purchase and replacement of uniform items addressed in section 12.2. Each employee shall then receive an annual uniform allowance beginning with eighteen (18) months of service in accordance with the following:

a. $200 for employees assigned to the operations division.
b. $250 for employees assigned to other than the operations division.

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

12.4 Protective equipment and clothing purchased by the Department or for which the employee was reimbursed pursuant to Section 12.1 as of its initial effective date and thereafter, shall remain the property of the Department and shall be returned to the Department upon an employee's separation from employment. The employee is responsible for the safekeeping of all City purchased clothing and equipment. Except when expressly approved by a Staff Officer, such equipment shall be kept at the fire station to which the employee is assigned. Such clothing and equipment shall not be used by employees for other than work for the Seattle Fire Department.

ARTICLE 13 - DISCIPLINE AND APPEALS TO DISCIPLINE

DISCIPLINE

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

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

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

UNION REPRESENTATION

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

13.2.2 When the responsible supervisor determines that disciplinary action becomes necessary, he/she will inform the employee concerned of the reasons which justify the action against him/her and thereafter forward disciplinary charges through the chain of

command; provided, however, if deemed appropriate by the Chief of the Department, discipline or discharge may be implemented immediately.

FIRE CHIEF'S INTERVIEW

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

APPEAL OF DISCIPLINE

13.4 .1 An employee covered by this Agreement must, upon initiating objections relating to disciplinary action or other actions subject to appeal through either the contract grievance procedure or pertinent Public Safety Civil Service (PSCS) appeal procedures, use either the grievance procedure contained herein or pertinent procedures regarding such appeals to the PSCS Commission. Under no circumstances may an employee use both the contract grievance procedure and the PSCS Commission procedures relative to the same action. If there are dual filings with the grievance procedure and the PSCS Commission, the City will send a notice of such dual filings by certified mail to the employee(s) and the Union. The Union will notify the City within fifteen (15) calendar days from receipt of the notice if it will use the grievance procedure. If no such notice is received by the City, the contractual grievance shall be deemed to be withdrawn.

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

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

GENERAL PROVISIONS

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

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

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

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

ARTICLE 14 - GRIEVANCE PROCEDURE

14.1 For the purpose of this Agreement, the term "grievance" means any dispute between the City and the Union, or between the City and any employee concerning the interpretation, claim of breach, or violation of this Agreement, and the term "management" shall include the City and any of its supervisory personnel. The City and the Union encourage the use of the Early Mediation Process prior to issues becoming the subject of grievances. Participation in the process is entirely voluntary, confidential and does not impact grievance rights. Any alleged grievance shall be taken up by the employee with his/her supervisor within twenty-four (24) calendar days of reasonable knowledge of the occurrence, except for grievances relating to discipline which shall be filed within ten (10) calendar days of receipt of written notification of final disciplinary action by the Chief of the Fire Department. The above participants agree to make every effort to settle the grievance at this stage promptly; however, if no satisfactory settlement is reached, the following procedure shall apply:

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

Step 1 The grievance shall be reduced to written form by the aggrieved employee and/or Union, stating the section of the Agreement violated and explaining the grievance in detail. The Station Steward or Union Representative shall present the written grievance to the employee's supervisor within ten (10) calendar days after the alleged grievance is taken up by the employee with his/her supervisor, who shall transmit the written grievance to the next higher level supervisor. This supervisor shall convene a meeting within ten (10) calendar days after receipt of the written grievance, between the Station Steward, Union Representative, aggrieved employee, together with the relevant supervisors, and any other witnesses and/or members of management whose presence is deemed necessary to a fair consideration of the grievance.

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

Step 2 If a grievance remains unresolved after the written decision is delivered in Step 1 or if the grievance is initially submitted at Step 2 per Section 14.2.1, it shall be transmitted in writing by the aggrieved employee and/or Union involved to the Chief of the Fire Department with a copy to the Director of

Labor Relations. Said transmittal must be accompanied by the following information:

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

The Chief of the Fire Department shall not be required to consider a grievance which is not referred to him/her within ten (10) calendar days following the Step 1 decision or if the grievance was initially submitted at Step 2, within (24) calendar days following an alleged violation not related to discipline. A grievance properly filed shall be investigated by the Chief of the Department and/or the Director of Labor Relations or their respective designees. Such investigation, if deemed appropriate by the Chief of the Fire Department, may include a conference with the employee involved and 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 via certified mail within ten (10) calendar days from the date when it was first received by him/her; provided, however, the Chief of the Department may waive investigating and answering the grievance at Step 2 and defer a decision to Step 3 within ten (10) calendar days of receipt of the grievance. Copies of the Chief's decision shall be furnished to the aggrieved, 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 in this Article. The Grievance Board shall not be required to consider a grievance which is not referred to the Director of Labor Relations within ten (10) calendar days following receipt of written notification of the Step 2 decision. The Director of Labor Relations or 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/her designee from within the department

Member - Union President or his/her designee from within Local No. 27.

At the hearing, both sides shall present their positions.

The Grievance Board shall issue its findings with recommendations for resolving the grievance in writing within ten (10) calendar days to the Chief of the Fire Department. The Chief shall within ten (10) calendar days thereafter send a decision via certified mail to Local 27, the aggrieved employee and the City Personnel Division.

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

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

The Union and the City agree to abide by the award made in connection with any arbitrable difference. If Arbitration has been timely requested, the parties may with mutual consent attempt Grievance Mediation. The process will use a mutually acceptable mediator and conclude within 30 days after the mutual request.

14.2.2 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/her power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
b. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employees involved.
c. The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.

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

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

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

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

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

14.6 Failure by an employee or the Union to comply with any time limitation of the procedure in this Article shall constitute withdrawal of the grievance.

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

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

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

14.10 In no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by City Charter, Ordinance or Law; provided, however, disputes concerning disciplinary or discharge action of an employee who has completed their recruit probationary period may be subject to the Grievance and

Arbitration provisions of this Article in cases of suspension, demotion or discharge. (See also, Article 13.)

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

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

14.1~~2~~3 The Union shall be afforded all rights and privileges in filing grievances as an aggrieved employee under this Article.

14.1~~3~~4 Where the supervisor as defined in Step 1 above is part of the bargaining unit, a grievance decision by said supervisor shall not necessarily be conclusive nor set a precedent. Said decision shall be subject to review and/or reversal by the Chief of the Fire Department at any time. In case a decision is set aside as described above, the ensuing grievance time limits shall become operative when the grievant or Union is notified of the reversal in writing via certified mail.

14.15~~4~~ Employees covered by this Agreement will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement.

ARTICLE 15 - TRADES AND EARLY RELIEF

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

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

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

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

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

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

15.4 Employees may trade scheduled shifts with other employees with the approval of the Company Officers and Battalion Chiefs affected by the trades. Trades may be requested up to two (2) calendar months in advance and both halves of the trade shall be worked within two (2) calendar months. Up to two calendar months is defined as the day of the month, two months previous, which is the same number or closest to it in the event that the number does not occur in that month. (For example, on January 1, the latest an employee may request the first half of the trade is on the first day of March and request the second half of the trade on first day of May. Similarly, on December 31, an employee may request the first half of a trade on the last day of February, not March 3, and the second half of the trade on the last day of April.)

15.5 Employees may transfer compensatory time off to another employee for work replacement or a scheduled shift with approval of the Company Officer and Battalion Chiefs affected. No overtime payments shall accrue by reason of this section. Employees may request work replacement two (2) calendar months in advance.

ARTICLE 16 - JOINT LABOR MANAGEMENT COMMITTEE

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

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

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

16.4 The purpose of the Committee is to deal with matters of general concern to employees and administrators of the Department. The Committee may engage in discussion concerning matters of a Collective Bargaining nature. However, any agreement that may change the interpretation or application of this Agreement shall be subject to the ratification processes of the parties.

ARTICLE 17 - UNION BUSINESS

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

17.1.2 All requests and arrangements for the time off shall be made by the Union official at least one shift prior to the proposed time off whenever possible. In emergencies, the request may be submitted orally and later confirmed in writing. The Union will maintain a log of the actual time spent pursuing approved Union business.

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

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

17.3 The Department will locate one (1) Union bulletin board in each station in a convenient location, which the Union may use for the posting of notices of official Union business. Material posted shall not be political campaign material nor material of a generally controversial nature. The definition of political campaign material shall not include general union officer election materials or union referendum vote notices.

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

ARTICLE 18 - MANAGEMENT RIGHTS

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

ARTICLE 19 - MEDICAL CARE, DENTAL CARE AND LIFE INSURANCE

MEDICAL AND DENTAL CARE

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

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

19.1.3 As set forth in the parties' Health Care Memorandum of Agreement (MOA) effective January 1, 2008, the City and the Union agree that the Union has assumed sole responsibility for providing medical, dental and vision coverages for fire fighters and their dependents and has released the City from any and all liability for providing such health care benefits for fire fighters and their dependents. The terms and conditions associated with the Union and the health care trust designated by Seattle Fire Fighters Union, Local 27 assuming responsibility for providing medical, dental and vision coverage for fire fighters and their dependents are expressed in the Health Care MOA referenced above.

City Healthcare Contribution (CHC)

19.1.4 ~~For calendar year 2009~~, For calendar year 2012, the City shall pay at least one hundred and seven percent (107%) and no more than one hundred and ten percent (110%) of the 2011 amount paid by the City per member per month. The amount the City shall contribute above the one hundred and seven percent (107%) minimum amount shall be calculated as follows:

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

City Healthcare Contribution Increase Formula:

(Average NHC Trend – 7.0%) x .85 + 7.0% = City Healthcare Contribution Increase

The Average NHC Trend increase shall be calculated by using a weighted average of the Medical Trend Average (87.3%), the Dental Trend Average (11.8%), and the Vision Trend Average (0.9%).

The Average NHC Trend increase formula is described in APPENDIX C.

~~the City shall pay one hundred seven percent (107%) of the 2008 amount ($801.28) paid by the City for a total 2009 City Healthcare Contribution of $857.37 per member per month in lieu of providing medical, dental and vision benefits consistent with 19.1.2. In addition, the City will provide a one-time-only amount equal to $260,000 to the health care trust designated by Seattle Fire Fighters Union, Local 27 that shall not be included in the calculation of any future City contributions toward providing healthcare benefits for Local 27 m/embers and their families.~~

19.1.5
For calendar year 2013, the City shall pay at least one hundred and seven percent (107%) and no more than one hundred and ten percent (110%) of the 2012 amount paid by the City per member per month. The amount the City shall contribute above the one hundred and seven percent (107%) minimum amount shall be calculated as follows:

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

City Healthcare Contribution Increase Formula:

(Average NHC Trend – 7.0%) x .85 + 7.0% = City Healthcare Contribution Increase

The Average NHC Trend increase shall be calculated by using a weighted average of the Medical Trend Average (87.3%), the Dental Trend Average (11.8%), and the Vision Trend Average (0.9%).

The Average NHC Trend increase formula is described in APPENDIX C.

~~For calendar year 2010, the City shall pay at least one hundred and seven percent (107%) and no more than one hundred and ten percent (110%) of the 2009 amount ($857.37) paid by the City per member per month. Therefore, the minimum City Healthcare Contribution for 2010 shall be $917.39 (+107% x $857.37) and the maximum City Healthcare Contribution shall be $943.11 (+110% x $857.37) per member per month for 2010. The amount the City shall contribute above the one hundred and seven percent (107%) minimum amount shall be calculated as follows:~~

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

~~City Healthcare Contribution Increase Formula:~~

~~(Average NHC Trend – 7.0%) x .85 + 7.0% = City Healthcare Contribution Increase~~

~~The Average NHC Trend increase shall be calculated by using a weighted average of the Medical Trend Average (87.3%), the Dental Trend Average (11.8%), and the Vision Trend Average (0.9%).~~

~~The Average NHC Trend increase formula is described in APPENDIX C.~~

19.1.6 For calendar year 2014~~1~~, the City shall pay at least one hundred and seven percent (107%) and no more than one hundred and ten percent (110%) of the 2013~~0~~ amount paid by the City per member per month. The amount the City shall contribute above the one hundred and seven percent (107%) minimum amount shall be calculated as follows:

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

City Healthcare Contribution Increase Formula:

(Average NHC Trend – 7.0%) x .85 + 7.0% = City Healthcare Contribution Increase

The Average NHC Trend increase shall be calculated by using a weighted average of the Medical Trend Average (87.3%), the Dental Trend Average (11.8%), and the Vision Trend Average (0.9%).

The Average NHC Trend increase formula is described in APPENDIX C.

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

LIFE INSURANCE

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

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

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

LONG TERM CARE

19. 3 The City may offer an option for employees to purchase a new long-term care benefit for themselves and certain family members.

RETIREE MEDICAL

19.4.1 Employees under the age of 65 who retire after July 1, 1995, shall be entitled to participate in the medical plans offered to active employees. The costs of the premiums for the plans shall be paid by the retirees. The retirees may elect to obtain coverage for their dependents at the time of retirement pursuant to the same terms and conditions as may active employees. The City will provide this option to retirees with tiered-rate premiums. Employees age 65 and older may also participate in medical plans provided such coverage is available through a contracted insurance carrier.

19.4.2 There will be one 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 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.

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

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

VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)

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

REASONABLE SUSPICION TESTING

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

ARTICLE 20 - GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

> *Section 7. No City officer or employee shall intentionally engage in any act in conflict with the performance of his/her official duties. Among the acts and circumstances which shall be deemed to be in conflict with the performance of the official duties of an officer or employee are that such officer or employee:*
>
> *(6) Engages in or accepts private employment or renders service for private industry or other governmental entities which is incompatible with the proper discharge of his/her official duties or impairs his/her independence of judgment or action in the performance of such official duties.*

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

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

EMT CERTIFICATION

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

TUITION REIMBURSEMENT

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

a. The maximum reimbursement shall be two-thirds (2/3) of the tuition charged to a maximum of $250.00 per class.

b. The course must first be approved by the Chief or his/her designee. Such approval shall take into consideration the direct relevance of the class to the fire service or to the advancement of an employee in the fire service.

c. A grade of C or higher must be achieved or, in cases of a "pass/fail" designation, the employee must pass the course.

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

If all funds are not expended in a calendar year's budget, up to $4,000 shall be carried over and added to the next year's budgeted amount of $12,000. The carryover will be accumulated from year to year and available for expenditure in addition to that year's budgeted amount of $12,000. The total amount of funds budgeted and accumulated may not exceed $25,000. For each thousand dollars in the carryover reserve, the per class maximum will be increased by $50 in that new year.

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

PAYROLL ERRORS

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

a. If the overpayment involved only one paycheck or the amount of the overpayment is less than fifty dollars:

1. By Lump-sum payroll deduction; or
2. By lump-sum payment from the employee

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

1. By a repayment schedule through payroll deduction not to exceed twenty-six (26) pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars per pay period; or

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

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

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

MEAL REIMBURSEMENT WHILE ON TRAVEL STATUS

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

ETHICS AND ELECTIONS COMMISSION

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

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

ARTICLE 21 – RETENTION OF BENEFITS

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

ARTICLE 22 - SAFETY AND THE SAFETY COMMITTEE

JOINT SAFETY COMMITTEE

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

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

22.1.3 The Committee shall discuss safe work practices.

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

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

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

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

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

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

death or serious injury, the Fire Chief, in advance, may authorize off-shift compensation for reasonable hours worked on the investigation.

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

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

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

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

FOUR-PERSON STAFFING

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

CERTIFICATION

22.3 No employee shall function as a member of the Hazardous Materials Response Team, the Decon Team, the Technical Rescue Team, or the Marine Emergency Response Team (including Fire Boat personnel), without successfully obtaining or possessing a certification for performance as established by the Seattle Fire Department.

ARTICLE 23 - PENSIONS

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

ARTICLE 24 – EXAMINATIONS

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

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

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

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

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

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

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

ARTICLE 25 – SUBORDINATION OF AGREEMENT

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

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

ARTICLE 26 - SAVINGS CLAUSE

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

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

ARTICLE 27 - ENTIRE AGREEMENT

27.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and nothing shall add to or supersede any of its provisions, except by mutual written agreement.

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

ARTICLE 28 - PRODUCTIVITY AND PERFORMANCE

28.1 The parties recognize that delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance and interest to the City and Union and, as such, maximized productivity is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties further recognize that work procedures and assignments or the introduction of any and all new, improved or automated methods or equipment to increase the productivity and performance of individual employee(s), company(s), and/or Department, may be established and/or revised as set forth in Article 18.

28.2 Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform 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.

David Stewart/David Bracilano/sb
PER Local 27 CBA ORD ATT 1
August 13, 2012
Version #1

ARTICLE 29 - DURATION OF AGREEMENT

29.1 This Agreement shall become effective January 1, 2012~~09~~ and shall remain in effect through December 31, 2014~~4~~. 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 2014~~4~~ as stipulated in RCW 41.56.440.

29.2 At the appropriate time as described in Section 29.1 above, any contract changes desired by either party must be included in the opening letter and shall not be accepted at a later date unless mutually agreed upon by both parties.

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

Signed this _____ day of _____, 20 _____.

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 27	CITY OF SEATTLE Executed under the authority of Ordinance _____
_____ President	_____ Mayor
_____ ~~Executive Secretary~~Vice-President	
_____ Director	

Effective through December 31, 2014~~4~~

APPENDIX A - SALARIES

A.1.1 Effective January 4~~7~~, 2012~~09~~, salaries shall be increased by ~~6.2~~1.8% and shall be in accordance with the following schedule:

	Start	6 mos	18 mos	30 mos	42 mos
Fire Fighter	~~5,018~~ 5,109	~~5,332~~ 5,428	~~5,646~~ 5,747	~~5,959~~ 6,067	~~6,273~~ 6,386
Fire Lieutenant	~~6,900~~ 7,025	~~7,214~~ 7,344			
Fire Captain	~~7,935~~ 8,078	~~8,296~~ 8,446			
Fireboat Engineer and Pilot	~~7,935~~ 8,078	~~8,296~~ 8,446			

Longevity and specialty pay premiums shall be adjusted in accordance with the salary schedule effective January ~~7~~4, 20~~09~~12.

A.1.2 Effective January 2,~~6,~~ 2010~~3~~, ~~the top step of Fire Fighter enumerated in Appendix A, Section A.1.1 shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index for June 2009 over the same index for June 2008, provided however, said percentage increase shall not be less than zero. The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84) as published by the Bureau of Labor Statistics.~~ salaries shall be increased by 1.4% and shall be in accordance with the following schedule:

	Start	6 mos	18 mos	30 mos	42 mos
Fire Fighter	5,180	5,504	5,828	6,151	6,475
Fire Lieutenant	7,123	7,446			
Fire Captain	8,191	8,563			

Fireboat Engineer and Pilot	8,191	8,563

Longevity and specialty pay premiums shall be adjusted in accordance with the salary schedule effective January 2~~6~~, 201~~0~~3.

A.1.3 Effective Januar y ~~5~~1, 201~~1~~4, the top step of Fire Fighter 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 Area Consumer Price Index for June 20~~0~~1~~0~~3 over the same index for June 20~~09~~12, provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed seven percent (7%).~~zero.~~ The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84) as published by the Bureau of Labor Statistics.

~~The annual scheduled hours for Operations Division (24-hour shift schedules) shall be reduced by one shift (24 hours).~~ Effective January, 1, 2014, e~~E~~mployees working in the Operations Division ~~,~~shall cease to work the additional shift~~,~~ referred to as the "c~~C~~ontract ~~S~~shift," ~~resulting in a reduction of average weekly hours from 45.7 to~~ thereby returning to average weekly hours of 45.23, as stated in Article 4.2.1.

Longevity and specialty pay premiums shall be adjusted in accordance with the salary schedule effective January ~~5~~1, 201~~1~~4.

A.2.1 Premiums based upon the top pay step of the classification Fire Fighter shall be paid for the following assignments:

Assignment	% of Top Step Fire Fighter
Fire Alarm Center	7.5%
Fire Marshal's Office (excluding FIU Investigators)	
Human Resource Division	
Services Division	
Training Division	
AMR Lieutenant	

Assignment	% of Top Step Fire Fighter
EMS Lieutenant	
Fire Fighter/Paramedic	15%
Hazardous Materials Response Team Technical Rescue Team Marine Team (E-36, E-5, E-4 not to include Pilots and Engineers) Apparatus Driver Aid Car	5%
Marine Team Apparatus Driver Hazardous Material Apparatus Driver Technical Rescue Apparatus Driver Technical Rescue - Rescue 1 Apparatus Driver Staff 10 FIU Investigator	10%

A.2.2 Effective July 2, 2003:

a. EMT specialty pay: An additional 3.5% of the base monthly, top step salary for Fire Fighter shall be paid to all employees who have a current emergency medical technician certificate (EMT-B and EMT-P) except those employees who are eligible for the senior paramedic specialty pay.

b. Senior Paramedic specialty pay: Employees who have five or more years of Seattle Fire Fighter/Paramedic experience and are assigned to Battalion 3 as Fire Fighter/Paramedics shall receive 20% of the base monthly, top step salary for Fire Fighter in lieu of the aforementioned 15% Paramedic or 3.5% EMT specialty pays.

Effective upon full execution of this Agreement:

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

A.2.3 There shall be no pyramiding of any salary premiums enumerated in Appendix A excluding those uniformed employees eligible for the aforementioned Aid Car.

A.3.1 Longevity pay based upon top pay step of classification Fire Fighter shall be added to salaries during the life of this Agreement in accordance with the following schedule:

	% of Top Step Fire Fighter
Length of Service	Effective 12/27/2006
Completion of five (5) years of service	2%
Completion of ten (10) years of service	4%
Completion of fifteen (15) years of service	9%
Completion of twenty (20) years of service	11%
Completion of twenty-five (25) years of service	13%
Completion of thirty (30) years of service	15%

A.3.2 Longevity pay shall be paid beginning with the first full pay period following the completion of the eligibility requirements. For the purpose of determining eligibility for longevity pay, service shall be limited to time served in good standing as a uniformed employee of the Seattle Fire Department.

A.4 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.

APPENDIX B - DEFERRED COMPENSATION

B.1 The City shall contribute 3% of the top step base salary of Fire Fighter to the City's deferred compensation program for all employees represented by Local 27. The City's contribution shall be 3% regardless of whether or not the employee makes a voluntary contribution to the deferred compensation program. The parties agree that the payments made by the City to this program under B.2 are not matching and whether or not such payments should include the calculation for each employee's retirement benefit under RCW 41.16, RCW 41.18, RCW 41.18, RCW 41.20, RCW 41.26, or other public pension system shall be an issue of law and which the City shall take no position in any legal proceeding.

APPENDIX C – City Healthcare Contribution Increase Formulas

C.1.1 Average NHC Trend increase Formula

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

1. MEDICAL TREND AVERAGE (MTA)
   The most recent publication of:
   a. "Segal Health Plan Cost Trend Survey" projected medical trend *Medical (Actives & Retirees< Age 65) - Open Access PPO's/POS Plans with Rx percentage increase (2009 projection is 10.4% (.104))*
   b. "PriceWaterhouseCoopers" Behind the Numbers" medical cost trend. (2009 projection is 9.6% (.096))
   c. "Aon Consulting's Fall/Spring Health Care Trend Survey" healthcare trend rates Medical (Actives & Retirees< Age 65) – PPO with Rx (2009 projection is 10.6% (.106))

2. DENTAL TREND AVERAGE (DTA)
   The most recent publication of:
   a. "Segal Health Plan Cost Trend Survey" projected dental trend – most recent publication Dental – Dental Provider Organizations (DPOs) percentage increase (2009 projection is 5.9% (.059))
   b. "Aon Consulting's Fall/Spring Health Care Trend Survey" healthcare trend rates Dental – PPO (2009 projection is 6.2% (.062))

3. VISION TREND AVERAGE (VTA)
   The most recent publication of:
   a. "Segal Health Plan Cost Trend Survey" projected vision trend – most recent publication Vision – Scheduled Plans percentage increase (2009 projection is 3.6% (.036))
   b. "Aon Consulting's Fall Health Care Trend Survey" healthcare trend rates Vision (2009 projection is 3.0% (.030))

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

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

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

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

Prior Year CHC Contribution X .873 = A	A x (1 + MTA) = X
Prior Year CHC Contribution X .118 = B	B x (1 + DTA) = Y
Prior Year CHC Contribution X .009 = C	C x (1 + VTA) = Z

X + Y + Z = Q (Prior year CHC Contribution + 100% Trend)

Step 2. Calculate Actual New CHC Contribution:

((Q – (1.07 x Prior Year CHC Contribution)) x .85) + (1.07 x Prior Year CHC Contribution) = New CHC Contribution.

Step 3. Verify Actual New CHC Contribution is ≤ Maximum CHC Contribution:

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

C.2.2 Example

Example:

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

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

Prior Year CHC Contr. x .873 = A	857.37 x .873 = A	A = 748.48
Prior Year CHC Contr. x .118 = B	857.37 x .118 = B	B = 101.17
Prior Year CHC Contr. x .009 = C	857.37 x .009 = C	C = 7.72
A x (1+ MTA) = X	748.48 x (1+.102) = X	X = 824.82
B x (1+ DTA) = Y	101.17 x (1+.061) = Y	Y = 107.34
C x (1+ VTA) = Z	7.72 x (1+.009) = Z	Z = 7.97
X + Y + Z = Q	824.82 + 107.34 + 7.97 = Q	Q = 940.13

Step 2. Calculate Actual New CHC Contribution:

((Q – (1.07 x Prior Year CHC Contribution)) x .85) + (1.07 x Prior Year CHC Contribution) = New CHC Contribution.

((940.13 – (1.07 x 857.37)) x .85) + (1.07 x 857.37) = New CHC Contribution

((940.13 – 917.39) x .85) + (917.39) = New CHC Contribution

((22.74) x .85) + (917.39) = New CHC Contribution

19.33 + 917.39 = New CHC Contribution

936.72 = New CHC Contribution

Step 3. Verify Actual New CHC Contribution is ≤ Maximum CHC Contribution:

City Maximum Contribution = (Prior Year CHC Contribution X 1.10) = 943.11

Actual New CHC Contribution ≤ 943.11

936.72 ≤ 943.11

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

Form revised: December 6, 2011

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Personnel	David Bracilano/47874 Sarah Butler/47929	Melissa Lawrie/45805

Legislation Title:
AN ORDINANCE relating to City employment; authorizing execution of a collective bargaining agreement between the City of Seattle and the International Association of Fire Fighters, Local 27 to be effective January 1, 2012 through December 31, 2014; providing payment therefor; and ratifying and confirming prior acts.

Summary of the Legislation:
This legislation authorizes a collective bargaining agreement between the City and the International Association of Fire Fighters, Local 27 ("Local 27") providing for wages, healthcare, and other conditions of employment effective January 1, 2012 through December 31, 2014. This legislation affects approximately 975 City employees represented by Local 27.

The City shall increase union members' wages by 1.8 percent in 2012 and 1.4 percent in 2013. For 2014, members' base wages shall increase by 100% of the percentage increase of the Seattle-Tacoma-Bremerton Consumer Price Index (CPI) June over June increase, provided that the increase shall not be less than 2 percent or greater than 7 percent.

The City will continue to contribute to Local 27 members' healthcare plan, which is administered outside of and separate from the City's self-insured and HMO plans. The City will contribute 107% of the previous year's cost base plus 85% of the difference between 7% and the average national healthcare trend increase, provided that the total increase paid by the City shall not equal an amount greater than 10% of the previous year's cost.

The collective bargaining agreement also included changes to other conditions of employment. Local 27 members will be able to cash out sick leave under a new tiered system that provides cash out at different rates depending how many hours the employee has in his or her balance: 25% for hours 1 through 400 hours, 50% for hours 401 through 800, and 75% for all hours above an 800 hours balance (currently, all hours are cashed out at 25%). Effective January 2014, the remaining additional shift that was added to firefighters' schedules in 2006 will be eliminated. The City will begin contributing $25 per month in July 2013, with an increase to $50 per month in January 2014, to a medical expenses reimbursement plan ("MERP") for post-retirement health care costs. Additionally, employees who work 40 hours per week (non-fire suppression staff) will receive time and one-half their hourly rate for actual hours worked on a holiday, consistent with the benefit received by Local 2898 members, among other changes.

Background:
The City and Local 27 entered into negotiations in October of 2011 and came to a tentative agreement in July of 2012. Local 27 members ratified the agreement in August of 2012.

Please check one of the following:

____ **This legislation does not have any financial implications.**

__X__ **This legislation has financial implications.**

Labor Relations developed the estimates below to approximate the 2012-14 costs of ratifying the new agreement. Costs for 2012 were included in the development of the 2011-2012 biennial budget.

Local 27 members' base wages will increase by 1.8% in 2012, and by 1.4% in 2013. They are projected to increase by 2% in 2014. The aggregate cost of wages and benefits for members is estimated to grow from $127.2 million in 2011 to $138.3 million in 2014. (This cost estimate assumes an 8.4% in health care costs, which is the average increase over the last three years.)

Other Implications:

a) **Does the legislation have indirect financial implications, or long-term implications?**
See above.

b) **What is the financial cost of not implementing the legislation?**
If the contract is not legislated, employees will continue to receive the same wages that became effective on January 5, 2011.

c) **Does this legislation affect any departments besides the originating department?**
The Seattle Fire Department is the only department affected by this legislation. This proposed Council Bill will impact the Fire Department's budget and to the extent provided in the collective bargaining agreement, the operational functions of its Local 27 union members. Chris Santos is the staff contact at the Fire Department on this legislative item.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
None.

e) **Is a public hearing required for this legislation?**
No.

f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**
No.

g) **Does this legislation affect a piece of property?**
No.

h) **Other Issues:** None.

List attachments to the fiscal note below: None.

COUNCIL CLERK

City of Seattle
Office of the Mayor

August 28, 2012

Honorable Sally J. Clark
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Clark:

I am pleased to transmit the attached proposed Council Bill that authorizes a collective bargaining agreement between the City and the International Association of Fire Fighters, Local 27 ("Local 27") providing for wages, benefits, and other conditions of employment effective January 1, 2012 through December 31, 2014. This legislation affects approximately 975 City employees represented by Local 27.

The collective bargaining agreement provides for wages, healthcare benefits and other conditions of employment. Members will receive an increase in wages of 1.8 percent in 2012 and 1.4 percent in 2013. Wages are projected to increase by 2% in 2014 (100% of the percentage increase of the Seattle-Tacoma-Bremerton Consumer Price Index June over June increase, provided that the increase shall not be less than 2 percent or greater than 7 percent). The City will continue to contribute 107% of the previous year's cost base plus 85% of the difference between 7% and the average national healthcare trend increase to the members' health care plan, provided that the total increase paid by the City shall not equal an amount greater than 10% of the previous year's cost. Local 27 members will be able to cash out sick leave under a new tiered system that provides cash out at different rates depending how many hours the employee has in his or her balance. Effective January 2014, the remaining additional shift that was added to firefighters' schedules in 2006 will be eliminated. The City will begin contributing $25 per month in July 2013, with an increase to $50 per month in January 2014, to a medical expenses reimbursement plan for post-retirement health care costs. Additionally, employees who work 40 hours per week (non-fire suppression staff) will receive time and one-half of their hourly rate for actual hours worked on a holiday, consistent with the benefit received by Local 2898 members, among other changes.

Thank you for your consideration of this legislation. Should you have questions, please contact David Bracilano at (206)684-7874 or Sarah Butler at (206)684-7929.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
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