

#10

David Stewart/David Bracilano/sb
PER Local 2898 CBA ORD
February 14, 2013
Version #1

CITY OF SEATTLE
ORDINANCE _____
COUNCIL BILL 117747

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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 2898 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 2898 expired on December 31, 2011, and;

WHEREAS, employees represented by the International Association of Fire Fighters, Local 2898 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 2898; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. As requested by the Personnel Director and recommended by the Mayor, the Mayor is hereby authorized on behalf of the City to execute a collective bargaining agreement with the International Association of Fire Fighters, Local 2898, 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 Seattle Fire Chiefs Association, IAFF, Local 2898, 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.



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

3 Section 4. This ordinance shall take effect and be in force 30 days after its approval by
4 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it
5 shall take effect as provided by Seattle Municipal Code Section 1.04.020.
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PER Local 2898 CBA ORD
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1 Passed by the City Council the ____ day of _____, 2013, and signed by
2 me in open session in authentication of its passage this
3 ____ day of _____, 2013.

4 _____
5 _____
6 President _____ of the City Council

7
8 Approved by me this ____ day of _____, 2013.

9 _____
10 _____
11 Michael McGinn, Mayor

12
13 Filed by me this ____ day of _____, 2013.

14 _____
15 _____
16 Monica Martinez Simmons, City Clerk

17 (Seal)

18
19
20 Attachments

21 Attachment 1: Agreement by and between the City of Seattle and Seattle Fire Chiefs
22 Association, IAFF, Local 2898, AFL-CIO-CLC
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24
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David Stewart/David Bracilano/sb
PER Local 2898 CBA ORD ATT 1
February 21, 2013
Version #1

AGREEMENT
BY AND BETWEEN
THE CITY OF SEATTLE
AND
SEATTLE FIRE CHIEFS ASSOCIATION, IAFF, LOCAL 2898
AFL - CIO - CLC

Effective January 1, 200129 through December 31, 20144

Attachment 1 to PER Local 2898 CBA ORD



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Attachment 1 to PER Local 2898 CBA ORD



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ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

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



- 2.2 There shall be no discrimination by the City against any employee on account of membership status, or union activity
- 2.3 The City shall make deductions on a regular basis from an employee's pay for the regular Union dues or other obligation agreed between the employee and the Union; provided such employees shall authorize said deductions in writing on a form to be filed with the City. The City shall remit such deductions to the Union. The performance of this function is recognized as a service to the Union by the Employer.
- 2.4 The Union recognizes that it is the Union's exclusive responsibility to notify employees of their options regarding association and/or membership. The Union agrees to indemnify and save harmless the employer from any and all liability arising out of this Article.



rehires said employee in the same classification to which assigned at date of termination, such employee shall be placed at the step in the salary range which is closest to the salary earned at the time of the original termination.

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

1. The higher level position to which the employee is promoted is in the same Fire Department unit (Operations, FAC, FMO, Paramedics) in which the out of class assignment was worked.
2. The out of class assignment continued for at least six (6) consecutive months immediately prior to the promotion. (The "consecutive months" will be considered to have been interrupted if the employee was absent from duty for any reason for a total of eight or more shifts.)



~~considered on its own and shall not set a precedent for future such agreements. Operations Division Supervising Chiefs assigned to Deputy 1, Battalions 4,5,6,7 and the Safety Officer positions shall each be granted the ability to cancel one debit day annually. The Fire Chief (or designee) shall name the Supervising Chiefs by the end of January of each year.~~

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

4.9 ~~Floating debit shifts scheduled but not worked due to disability injury, illness or dependent care shall not be rescheduled at a later date be accounted for by sick leave or disability leave.~~

4.10.1 Each employee working in the Operations Division shall be assigned a work number consisting of the employee's assigned platoon (A, B, C, D) and a number from 1 to 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 scheduled debit shifts.

4.10.2 Employees shall work, in addition to the regularly scheduled twenty-four (24) hour shifts, one (1) floating debit shift per year to result in an average 45.7-hour work week.

4.10.3 An employee may schedule a floating debit shift whenever there are fewer than six (6) Chiefs scheduled to work on any given shift. Rules for scheduling and cancelling the floating debit shift are governed by the "2012 Floating Debit Day Rules" document attached to the Settlement Agreement signed on January 5, 2012.

4.10.4 Employees in the Operations Division shall be scheduled to work 28 shifts excluding floating debit shifts 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.

~~Employees shall work, in addition to the regularly scheduled twenty four (24) hour shifts, four (4) scheduled and four (4) floating debit shifts per year to result in an average 45.7 hour work week. Employees may cancel~~



~~compensatory, vacation or holiday time. Debit shift time worked over the amount owed will be credited back to the employee per Section 5.2.1 of Article 5.~~

~~4.10.5 If the employee owes debit time in less than a full shift of twenty-four (24) hours, the employee may be allowed to work a partial shift; work a shift to include the debit time plus additional hours which shall be compensated for pursuant to the provisions of Section 5.2.1 of Article 5; or cancel same as provided in 4.5.4.~~

~~4.10.6 If, at year end, it is determined that an employee has not worked all debit time owed and has been paid for a shift of overtime pursuant to the provisions of Section 5.2.1, the debit hours owed shall be charged against the employee's accrued vacation, or compensatory time at the rate the employee was compensated for the overtime hours.~~

4.11 Employees may not accumulate more than 480 hours of compensatory time as a result of a merit trade. Employees who are currently at or above the 480 hour cap may not make a merit trade with another employee who is at or above the 480 hour cap. However, an employee who is at or above the 480 hour cap may make a merit trade with a second employee who is below the 480 hour cap, as long as the merit trade does not put the second employee above the 480 hour cap.



5.3.1 ~~Until September 29, 2009, vacancies (all absences of more than 12 hours) occurring in the Battalion and Deputy Chief ranks in the Operations Division not covered by a member working a debit shift shall be filled by those Battalion/Deputy Chiefs in the bargaining unit who have volunteered for overtime assignments to ensure that there are at least six chiefs on duty. Long term acting battalion chiefs will not be assigned until after the first eight continuous shifts of a battalion chief's absence. Specialty unit positions shall be filled prior to determining whether the Department is in an overtime hiring mode. Full time shift overtime shall not apply to displace Captains who are working in long term out of class assignments as Battalion Chiefs.~~

5.3.2 ~~Effective September 30, 2009, vacancies (all absences of more than 12 hours) occurring in the Battalion and Deputy Chief ranks in the Operations Division not covered by a member working a debit shift shall be filled by those Battalion/Deputy Chiefs in the bargaining unit who have volunteered for overtime assignments to ensure that there are at least six chiefs on duty. When the Fire Department is in an overtime hiring mode, vacancies shall be filled by a bargaining unit (Local 2898) member. Specialty unit positions shall be filled prior to determining whether the Department is in an overtime hiring mode.~~

5.3.3 Employees shall be hired for overtime from a voluntary overtime signup list. Overtime hiring procedures will be in accordance with the Settlement Agreement dated January 30, 2009. If vacancies cannot be filled in accordance with the Settlement Agreement dated January 30, 2009, the Department may fill such overtime positions as its policy and procedure may provide. Long distance calls shall be at the employee's expense. Employees shall be scheduled and called for overtime work in such a manner as will, so far as practicable, rotate overtime work opportunities among employees covered by this Agreement. Vacant positions shall be filled first by employees holding the rank of the vacant position(s). If no employee holding the rank of the vacant position is available, the Department shall hire any employee of the bargaining unit who has signed up to work. If more than one employee has signed up to work overtime, the member with the least number of previously worked overtime hours shall be hired. If more than one employee has signed up to work overtime, the member with the fewest previously-worked overtime hours in the calendar year shall be hired.



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~~division and the beginning of the employee's shift in Administration,
found in the parties' MOA dated March 16, 2007, is rescinded.~~



6.1.3.2 ~~Effective June 24, 2009,~~ employees formally placed on "off-duty standby" status in accordance with section 6.1.3.1 above shall be compensated on the basis of ten percent (10%) of the straight time rate of pay of the acting assignment described above in Section 6.1.2. If the employee is actually called to perform the work of the acting position, the "off-duty standby" pay shall cease at that time. Thereafter, normal overtime rules apply. If applicable, the "off-duty standby" status shall resume when the work is completed.

6.1.3.3 Employees assigned to "off-duty standby" status in accordance with section 6.1.3.1 above shall not sign up to work overtime that would conflict with the "off-duty standby" period(s). If, prior to being assigned to "off-duty standby" status, the employee has accepted any overtime assignment(s) that conflict with the assigned "off-duty standby" period, the employee shall so notify the Fire Chief or designee at the time the employee is notified that he or she will be assigned to "off-duty standby" status.

6.1.4 ~~Effective January 7, 2009,~~ employees holding the rank of Battalion Chief assigned to administrative duties shall receive a premium equivalent to ten percent (10%) of top step pay while so assigned.

6.2 The Assistant Chief of Operations will designate a minimum of two Battalion Chiefs per each platoon as Acting Deputy Chiefs to act in the Operations 24-hour Deputy Chief position. To qualify as an Acting Deputy Chief, a Battalion Chief must have a minimum of three years experience as an Operations Battalion Chief and must complete an orientation training session about the Deputy Chief office and duties. The Assistant Chief of Operations may designate more than two Battalion Chiefs to act per platoon if those additional Battalion Chiefs meet the minimum criteria for acting. Once designated as an Acting Deputy Chief, a Battalion Chief will act in the Operations Deputy Chief position when so assigned. Safety Officers are not eligible to act as Deputy One when working in their regularly assigned position.

6.2.1 When a vacancy exists and a platoon's Deputy Chief and all designated actors are absent, the Deputy Chief with the fewest hours worked in the calendar year will be hired from the overtime hiring register. If no Deputy Chief is available, the first eligible actor will be hired from the overtime hiring list.

employee's regular rate of pay for all hours worked and, in addition, another day off will then be rescheduled.

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

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



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.

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

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

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

As an example:

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



remaining balance of their emergency leave credited to their sick leave balance for the next year.

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

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

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

9.5.5 An employee who is working on an overtime basis will be allowed to leave work in an emergency such as described above, but will be paid only for hours actually worked.

9.6 The City agrees to allow the remaining portions of an employee's vacation, accumulated vacation days, holidays, or accumulated compensatory time to be used as Sickness and Death in Family Leave, as provided in 9.1 and 9.2.



ARTICLE 11 - UNIFORM ALLOWANCE

- 11.1 The City shall provide and maintain at no cost to the employee all protective clothing and equipment pursuant to WAC 296-305-060. The City may issue said items directly, establish a procurement policy with a supplier or suppliers or reimburse employees for the purchase of said items in a timely manner which shall normally be within fourteen (14) calendar days of a request for reimbursement. The Department shall promulgate policies and procedures for same and shall notify the Union of subsequent modifications.
- 11.2 Employees shall be responsible for acquiring required uniform items in accordance with policy and procedure of the Department. The Department shall notify the Union of any changes to the required uniform.
- 11.3 Effective January 2, 2002, the base wage for each employee shall be increased in an amount equal to two hundred and fifty dollars (\$250.00) annually to cover the cost of replacement of said uniform items.
- 11.4 Protective equipment and clothing purchased by the Department or for which the employee was reimbursed pursuant to Section 11.1, shall remain the property of the Department and shall be returned to the Department upon an employee's separation from employment. The employee is responsible for the safekeeping of all City purchased clothing and equipment. Normally, such equipment shall be kept at the fire station to which the employee is assigned. Such clothing and equipment shall not be used by employees for other than work for the Seattle Fire Department.



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

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

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

The Chief of the Fire Department shall not be required to consider a grievance which is not referred to him/her within ten (10) calendar days following the Step 1 decision. A grievance properly filed shall be investigated by the Chief of the Department and/or the City Labor Relations Director or their respective designees. Such investigation, if deemed appropriate by the Chief of the Fire Department, may include a conference with the employee involved and his/her Union representative, if he/she has designated one. The Director of Labor Relations or his/her designee may thereafter make a confidential recommendation to the Chief of the Fire Department. The Chief of the Department shall make a decision on the matter in writing within ten (10) calendar days from the date when it was first received by him/her; provided, however, the Chief of the Department may waive investigating and answering the grievance at Step 2 and defer a decision to Step 3 within ten (10) calendar days of receipt of the grievance. Copies of the Chief's decision shall be furnished to the aggrieved, his/her Union representative and the Director of Labor Relations.

Step 3. A grievance which remains unresolved after the decision is rendered in Step 2 may be transmitted in writing to the Director of Labor Relations by the aggrieved employee and/or Union, requesting a review by the Grievance Board, or submitted to Step 4 as provided by 12.11. The Grievance



- (a) Identification of the section(s) of the Agreement allegedly violated.
- (b) Details of the nature of the alleged violation.
- (c) Position of the party who is referring the grievance to arbitration.
- (d) Question(s) which the arbitrator is being asked to decide.
- (e) Remedy sought.

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

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

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

- (a) The arbitrator shall have no power to render a decision that will add to, subtract from, or alter, change, or modify the terms of this Agreement, and his power shall be limited to interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.
- (b) The decision of the arbitrator shall be final, conclusive and binding upon the City, the Union, and the employees involved.
- (c) The cost of the arbitrator shall be borne equally by the City and the Union, and each party shall bear the cost of presenting its own case.
- (d) The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.



- 12.11 If the contract grievance is not settled in Step 2, it may be referred to Step 3 at the discretion of the initiating party within the time limits described therein or Step 3 may be waived, provided a grievance conference has been held and a grievance decision was rendered in Step 2. If Step 3 is waived, the issue may then be submitted to Step 4 within the time limits described therein.
- 12.12 The Union shall be afforded all rights and privileges in filing grievances as an aggrieved employee under this Article.
- 12.13 Where the designated Officer as defined in Section 1 above is part of the bargaining unit, a grievance decision by said Officer shall not necessarily be conclusive nor set a precedent. Said decision shall be subject to review and/or reversal by the Chief of the Fire Department at any time. In case a decision is set aside as described above, the ensuing grievance time limits shall become operative when the grievant or Union is notified of the reversal.
- 12.14 Employees covered by this Agreement will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this Agreement.



ARTICLE 14 - SICK LEAVE AND LONG TERM DISABILITY

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

14.1.2 ~~Employees eligible for such sick leave benefit shall be paid 25% of their accrued and unused sick leave balance upon retirement pursuant to the provisions of the retirement system under which employed.~~ Effective upon signing, and as directed by Local 2898 on an annual basis, 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, 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%.

14.1.3 ~~in the event of the death of an employee while employed by the City who is eligible for the sick leave cash out benefit described above in section 14.1.2, such An employee's beneficiary shall be paid a portion of 25% of the employee's accumulated and unused sick leave in accordance with section 14.1.2.~~ in the event of the death of such employee while employed by the City.

14.1.4 Payoff in ~~14.1.32~~ and ~~14.1.43~~ shall be made at the rate of pay of such employee upon retirement or death respectively.

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



- 14.7 Applications for leaves of absence for medical reasons must be accompanied by a doctor's statement indicating the reason necessitating such a leave and the approximate duration if known. An employee who is ready to return from a medical leave of absence must also submit to the Chief of the Fire Department a doctor's statement that he/she is physically and mentally able to resume his/her normal duties.
- 14.8 If the employee has not been granted an extension of the leave of absence and does not report for work when scheduled to return from the leave of absence, the employee is considered to have quit. The Department shall send a registered letter to the employee stating that he is considered to have terminated employment if no answer is received within five (5) working days of receipt of the letter.
- 14.9 If the employee's former position is not available, the employee shall be notified of the first available position of comparable classification for which the individual is qualified. Such notice shall be sent by registered mail by the Chief of the Fire Department to the employee's last known address, with a copy to the Union President. If the employee fails to report for work or otherwise respond to the Chief of the Fire Department within one (1) week from the date of receipt of the notification, or if the notification letter is returned unclaimed, the employee shall forfeit all reinstatement rights.
- 14.10 Under the terms and conditions of the parties' Memorandum of Agreement, dated April 1, 1999, the City shall provide mandatory payroll deduction for monthly premium costs of a disability insurance plan to be selected periodically and administered by the Union.
- 14.11 Employees may apply for non-paid Family Medical Leave per the terms of City Ordinance 116761.
- 14.12 An employee who goes on leave does not have a greater right to reinstatement or other benefits and conditions of employment than if the employee had been continuously employed during the leave period.
- 14.13.1 Industrial Insurance. In no circumstances will the amount paid to an employee entitled to Industrial Insurance payments exceed the employee's gross pay minus mandatory deductions.



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.

14.15 VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)

14.15.1 Effective July 3, 2013, the City will contribute \$25 per month to the VEBA specified by Local 2898 for employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26.

14.15.2 Effective January 1, 2014, the City will contribute \$50 per month to the VEBA specified by Local 2898 for employees covered by this Agreement who are not entitled to disability leave under State Statute RCW 41.26.



ARTICLE 16 - UNION BUSINESS

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

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

16.1.3 All requests and arrangements for the time off shall be made by the Union official at least one shift prior to the proposed time off whenever possible.

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

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

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

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

16.5 The Union agrees that any City property or facilities, including department apparatus, shall not be used for any non-duty related



ARTICLE 17 - MANAGEMENT RIGHTS

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



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

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

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

19.3 Effective July 1, 2013, ~~The Employer shall contribute eighty-five-ninety percent (8590%) and the employee shall contribute fifteenten percent (150%) of the medical, dental and vision premiums for employees covered under the plans identified for "Most City Employees". The Employer shall refund to the employees participating in the medical and dental programs the difference between what the Employer would have paid under the 85/15 premium share described in the previous sentence and what the employer actually paid during the time period beginning January 2005 and the implementation of the described cost sharing.~~

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



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

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



- b. By lump-sum payment from the employee.
2. If the overpayment involved multiple paychecks and the amount of the overpayment exceeds fifty dollars:
 - a. By a repayment schedule through payroll deduction not to exceed twenty-six pay periods in duration, with a minimum payroll deduction of not less than twenty-five dollars per pay period; or
 - b. By a repayment schedule not to exceed thirteen (13) pay periods, with a minimum payroll deduction of not less than fifty dollars, if the employee does not agree to a repayment schedule.
3. By other means, as may be mutually agreed between the City and the employee.

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

20.7 Meal Reimbursement While on Travel Status

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.

20.8 Ethics and Elections Commission

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.



David Stewart/David Macilano/sb
PER Local 2898 CBA ORD ATT 1
February 21, 2013
Version #1

ARTICLE 21 - PENSIONS

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



ARTICLE 23 - SAVINGS CLAUSE

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



David Stewart/David Lucilano/sb
PER Local 2898 CBA ORD ATT 1
February 21, 2013
Version #1

ARTICLE 25 - DURATION OF AGREEMENT

25.1 This Agreement shall become effective upon signing by the parties and shall remain in effect through December 31, 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 2011 as stipulated in RCW 41.56.440.

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

Signed this _____ day of _____, 2013~~09~~

SEATTLE FIRE CHIEFS ASSOCIATION,
IAFF, LOCAL 2898

CITY OF SEATTLE
Executed under the authority of
Ordinance _____

Alan Cox~~Rick Verlinda~~, President
Nickels, Mayor

Michael McGinn~~Gregory~~ J.

Charles Cordova~~Famalyn Nigrette~~, Secretary-Treasurer

Bruce Amer~~Richard Verlinda~~, Vice-President

Seattle Fire Chiefs Association, IAFF, Local 2898
Effective January 1, 200~~129~~¹² through December 31, 2014~~4~~



A.1.5 Effective January 15, 2014, the salaries 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 2010 over the same index for June 2009, provided however, said percentage increase shall not be less than zero percent (2%) nor shall it exceed seven percent (7%). The index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84) as published by the Bureau of Labor Statistics.

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

<u>Length of Service</u>	<u>%</u>	<u>01/07/09</u>
Completion of fifteen (15) years of service	5%	\$519
Completion of twenty (20) years of service	6%	\$622
Completion of twenty five (25) years of service	9%	\$934
Completion of thirty (30) years of service	10%	\$1,037

A.2.21 Effective January 6, 2010, the monthly longevity premiums after completing 20 years, 25 years and 30 years of service shall be increased by 1% based upon the top step of classification Fire Battalion Chief and shall be added to salaries in Section A.1.1 and A.1.4 during the life of this Agreement in accordance with the following schedule:

<u>Length of Service</u>	<u>%</u>	<u>1/4/12</u>	<u>1/2/13</u>
Completion of fifteen (15)	5%	<u>528</u>	<u>535</u>



APPENDIX B - DEFERRED COMPENSATION

B.1 Beginning January 1, 2014, the City shall contribute 1.6% of the top step base salary of Battalion Chief to the City's deferred compensation program for all employees represented by Local 2898. The City's contribution shall be 1.6% regardless of whether or not the employee makes a voluntary contribution to the deferred compensation program. The parties agree that the payments made by the City to this program are not matching, and whether or not such payments should include the calculation for each employee's retirement benefit under RCW 41.16, RCW 41.18, RCW 41.18, RCW 41.20, RCW 41.26, or other public pension system shall be an issue of law about which the City shall take no position in any legal proceeding.



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 2898 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 2898 ("Local 2898") providing for wages, healthcare, and other conditions of employment effective January 1, 2012 through December 31, 2014. This legislation affects approximately 33 City employees represented by Local 2898.

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 percent 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.

Effective July 1, 2013, the City and Local 2898 will split health care premiums with 90 percent paid by the City and 10 percent paid by union members (currently the City pays 85 percent and the union members pay 15 percent).

The collective bargaining agreement also includes changes to other conditions of employment. Local 2898 members will be able to cash out sick leave under a new tiered system that provides cash out at different rates depending on how many hours the employee has in his or her balance. Cash out values will be as follows: 25 percent for hours 1 through 400 hours, 50 percent for hours 401 through 800, and 75 percent for all hours above an 800 hours balance (currently, all hours are cashed out at 25 percent). The City will begin contributing \$25 per month in July 2013, with an increase to \$50 per month in January 2014, into a medical expenses reimbursement plan or voluntary employee benefit association program for post-retirement health care costs. Additionally, the City and the union agreed to a guaranteed deferred compensation contribution of 1.6 percent effective January 1, 2014, re-opens on the impacts of the Phase 3 Tri-Data study and any department re-org/re-alignment plans, changes to overtime hiring, as well as other issues.

Background:

The collective bargaining agreement between the City and Local 2898 expired on December 31, 2011. Union members continued to work on condition that their wages, hours and other working



conditions be negotiated. The parties came to a tentative agreement in February of 2012, and union members ratified the agreement the following month.

Please check one of the following:

This legislation does not have any financial implications.

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 percent in 2012, and by 1.4 percent in 2013. They are projected to increase by 2.1 percent in 2014. The aggregate cost of wages and benefits for members is estimated to grow from \$6.9 million in 2011 to \$7.2 million in 2014.

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 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 2898 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



City of Seattle
Office of the Mayor

March 26, 2013

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 2898 ("Local 2898") providing for wages, benefits, and other conditions of employment effective January 1, 2012 through December 31, 2014. This legislation affects approximately 33 City employees represented by Local 2898.

The collective bargaining agreement provides for wages, healthcare, and other conditions of employment. 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 percent of the percentage increase of the Seattle-Tacoma-Bremerton Consumer Price Index (CPI) June over June increase, with a 2 percent "floor" and a 7 percent "ceiling." Effective July 1, 2013, the City and Local 2898 will split health care premiums with 90 percent paid by the City and 10 percent paid by union members (currently the City pays 85 percent and the union members pay 15 percent). The collective bargaining agreement also includes changes to other conditions of employment. Local 2898 members will be able to cash out sick leave under a new tiered system that provides cash out at different rates depending on how many hours the employee has in his or her balance. Cash out values will be as follows: 25 percent for hours 1 through 400 hours, 50 percent for hours 401 through 800, and 75 percent for all hours above an 800 hours balance (currently, all hours are cashed out at 25 percent). The City will begin contributing \$25 per month in July 2013, with an increase to \$50 per month in January 2014, into a medical expenses reimbursement plan or voluntary employees benefit association program for post-retirement health care costs. Additionally, the City and the union agreed to a guaranteed deferred compensation contribution of 1.6 percent effective January 1, 2014, re-opens on the impacts of the Phase 3 Tri-Data study and any department re-org/re-alignment plans, changes to overtime hiring, and other issues.

Thank you for your consideration of this legislation. Should you have questions, please contact David Bracilano at ext. 47874 or Sarah Butler at ext. 47929.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
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