

AGREEMENT BETWEEN

The City of Spokane & Local 29 I.A.F.F. AFL-CIO



2016-2019

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**AGREEMENT
BETWEEN
THE CITY OF SPOKANE
AND
THE SPOKANE FIRE FIGHTERS UNION
LOCAL 29 I.A.F.F. AFL-CIO
2016-2019**

PREAMBLE

This Agreement is entered into by the City of Spokane, hereinafter referred to as the City, and Spokane Fire Fighters Union, Local 29, International Association of Firefighters, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I - TERM OF AGREEMENT AND NEGOTIATIONS

This Agreement shall become effective on January 1, 2016 and shall continue in full force and effect through December 31, 2019. Negotiations for renewal of this Agreement shall commence not earlier than April 1, 2019. Either party may initiate negotiations by written notice to the other party.

ARTICLE II - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all members of Local 29, Spokane Firefighters Bargaining Unit, which is comprised of all uniformed employees in the Fire Department below the rank of Battalion Chief or equivalent, to include Civilian Dispatch personnel.

ARTICLE III - UNION SECURITY

Section 1 Union Security: It shall be a condition of employment that all members covered by this Agreement shall by the thirtieth day following the beginning of such employment, become and remain members in good standing of the Union or, in lieu thereof, pay each month an amount equal to regular union dues to the Union as a service charge towards the administration of this Agreement. Objections by any employee to joining the Union which are based on bona fide religious tenets or teachings of a church or religious body of which an employee is a member shall be observed. Any such employee shall pay an amount equal to regular union dues and initiation fee to a nonreligious charity or to another charitable organization mutually agreed upon by such employee and the Union. The employee shall furnish written proof to the Union that such payment has been made. If the employee and the Union do not reach agreement on the recipient of the payment, the Public Employment Relations Commission shall designate the charitable organization. The Union agrees to defend, indemnify, and hold the employer harmless against any and all claims, suits, orders or judgments brought or issued against the City as result of any action taken or not taken by this City under the provisions of the Article.

Section 2 Notification to New Employees: The City agrees to notify all new employees covered by the labor agreement of the Union security requirement. Each said new employee shall sign a statement that the said new employee has read and understands that the above provision is a condition of employment.

ARTICLE IV - CITY SECURITY

Section 1: The Union and the City agree that the public interest requires the efficient and uninterrupted performance of emergency services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union and the City agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike or picketing against management or any slowdown or other interruption of or interference with the normal routine.

Section 2: In the event of a strike, work stoppage or interference with the operation of the Fire Department, the President of the Union shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request the employees to return to work and attempt to bring about prompt resumption of normal operations. Such request shall be made in writing with a copy of such written request supplied to the City. The Union shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with the provision of this Article.

Section 3: Violation of any provision of this Article by the Union shall be cause for the City's terminating this Agreement upon the giving of written notice to this effect to the President of the Union in addition to whatever other remedies may be available to the City at law or in equity.

Section 4: Failure of an individual to respond by the individual's next scheduled work shift to the President's request to return to work shall result in disciplinary action in accordance with Fire Department and Civil Service rules. No individual shall receive any portion of his salary while engaging in activity that is in violation of this Article.

Section 5: In the event that the provisions of this Article are not complied with, such non-compliance shall be considered an unfair labor practice and the Union shall pay a fine not to exceed \$250 per day while such illegal activity is being conducted.

Section 6: The City agrees that there shall be no lockout of bargaining unit members under any circumstances.

ARTICLE V - CHECK OFF

The City agrees to deduct the Union dues, service charges and assessments from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the City by the Treasurer of the Union.

Employees who wish to cancel this authorization may do so upon written notice. Cancellation of deduction authorization must be made in writing.

ARTICLE VI - MANAGEMENT RIGHTS

In matters not covered specifically by language within this Agreement, the City of Spokane management shall have the clear right to make decisions in such areas on a unilateral basis, and such decisions shall not be subject to the grievance procedure.

ARTICLE VII - EMBODIMENT

The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union for the life of this Agreement, each voluntarily and unqualifiedly, waive the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or not settled during the course of these negotiations, unless mutually agreed. Such matters or subjects shall also not be subject to the grievance procedure.

During the life of this Agreement, maintenance of contract items shall be processed through the provisions of the Supplemental Agreement.

ARTICLE VIII - DEPARTMENT RULES AND REGULATIONS / ETHICS CODE

Section 1 Rules and Regulations: The Union agrees that its members shall comply with all Fire Department rules and regulations, standard operating procedures and policies and procedures including those relating to conduct and work performance. The City agrees that departmental rules and regulations, standard operating procedures and policy and procedures which affect wages, hours, and working conditions, shall be subject to the grievance procedure.

Section 2 Bargaining: Rules and regulations, standard operating procedures, City policies and policy and procedures which affect wages, hours, and working conditions are considered mandatory subjects for bargaining and shall be mutually agreed to between the City and the Union prior to their implementation.

Section 3 Ethics Code: Chapter 01.04A – City of Spokane Municipal Code (as effective February 25, 2015) shall apply to Local 29 members. Local 29 agrees to reopen this section to discuss application of any future changes to the Ethics Code.

ARTICLE IX - DISCRIMINATION

The City agrees not to discriminate against any employee as a result of that employee's activity in behalf of, or membership in the Union. The City and the Union recognize that there are certain bona fide occupational requirements for becoming a Firefighter. The City and the Union agree not to discriminate against any employee or applicant for employment as specified in state and Federal laws.

ARTICLE X - PERSONAL PROPERTY CLAIMS

The City will repair or replace items of personal property if lost or damaged in the course of employment, if recommended for repair or replacement by the joint City/Union Claims Committee.

The specific guidelines established by the Union and the City to determine claims and the procedures for filing claims shall be posted in each work area.

ARTICLE XI - PROTECTIVE EQUIPMENT

The City agrees to provide and maintain required protective clothing to all uniformed members in a program administered by the Fire Chief. All protective clothing provided must meet the requirements of Chapter 296-305 WAC (safety standards for firefighters).

ARTICLE XII - SAVING CLAUSE

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full effect.

ARTICLE XIII - HOURS OF DUTY

Section 1 Definitions:

- 1.1 Day Personnel:** Those working 8, 10, 12 or other flex shift with a 40 hour work week.
- 1.2 Shift Personnel:** Those working 8,12, 24 hour shift and working a 42 or 46.15 hour work week.

Section 2 Shift Personnel:

- 2.1 Hours of Duty:** Normal hours of duty for personnel shall be twenty-four (24) hours on, seventy-two (72) hours off for an average of forty-six and fifteen-hundredths (46.15) hours per week, except Dispatch works an average of 42 hrs per week (no debits). Relief personnel shall be assigned to fill in for vacancies as required. The work shift for all 24 hour operations personnel shall begin at 0800, and 24 hour Dispatch shifts will begin at 0700.

- 2.2 Debit Hours:** The total number of debit days shall be nine (9), with eight (8) of the nine (9) debit days being considered as scheduled debit days and the one (1) remaining debit day will be considered an unscheduled debit day. Station Captains will sign up for no more than 8 debit days and have the remaining 24 hours of debit time changed to administrative time to be used in ½ hour increments. If there are at least 50 Exchange Days taken by November 1 of the prior year, there will be no unscheduled debit day the following year (and it will be converted to a ninth scheduled debit day). If there are not at least 50 Exchange Days taken by November 1 of the prior year, the least senior members will have an unscheduled debit day to make up the difference between the actual number of Exchange Days and 50.
- 2.3 Exchange Day Procedure:** Exchange Days will be offered on a first come, first serve basis whenever the daily staffing is plus. The process for exchange days will follow the current SFD Informational Notice. This process will be mutually reviewed and may be updated annually by mutual agreement.
- 2.4 Scheduled Debit Day Procedure:** Scheduled debit days assigned shall be based on the projected staffing needs and the staffing needs created by scheduled vacations. The process for debit day sign up will follow the current SFD Informational Notice. This process will be mutually reviewed and may be updated annually by mutual agreement.
- 2.5 Unscheduled Debit Day Procedure:** Members will be allowed two turn downs for each unscheduled debit day. On the third call the member will be required to work. If the member does not accept the unscheduled debit day at the third call it will result in a deduct at straight time and disciplinary action. If a member receives less than 24 hours notification for an unscheduled debit day, and does not accept the unscheduled debit day, it will not be considered a turn down.
- 2.6 Fire Department Debit Bank:** The parties agree that the member's debit banks shall roll over to zero hours the first pay period of each year. It shall be the department's responsibility to ensure that each member has worked the required number of debit days during the previous year to fulfill his/her obligation to the City. Any member who has not worked the required number of debit hours, or has worked more debit days than required, shall have the appropriate adjustment made to his/her Fire Time Bank.
- 2.7 Operations Relief Pool:** Affects only those members in the relief pool with less than three years total job seniority. Relief Pool consists of non-promoted, non-assigned members. After working their scheduled shift, relief pool members may be required to work an additional 24-hour shift by having their shift changed to the next day on a hold over basis (note: other holdover provisions within the contract do not apply). This will be considered a shift change and no overtime will be paid for the changed shift (unless otherwise required by FLSA 7(K)). No other changes in the relief pool.

NOTE: Local 29 and Fire Administration will work together to resolve any scheduling problems pertaining to mandated Federal, State, and Local training.

Section 3 Day Personnel: Normal hours of duty for Non-Twenty Four hour personnel shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday except for emergencies and agreed upon flextime (non 8-Hr traditional schedule). If there is a need to change shift schedules for a period of time, the City shall be allowed to do so and will give reasonable notice of the change. These changes shall be for a minimum of five working days.

Section 4 Dispatch: Permanent Full Time Dispatchers shall work an average of 42 hours per week on a schedule of one (1) shift (24 hours) on duty followed by three (3) shifts (72) hours) off duty. The shift shall begin at 7:00 am.

ARTICLE XIV - VACATION ALLOWANCE

Section 1 Vacation Allowance for Shift Personnel:

Vacation shifts will be as follows. Shift personnel who begin the stated year(s) of service during the calendar year shall earn the following number of shifts for use in the following calendar year:

Years of Service	Work Shifts Off
19 or more	11 shifts
9-18	9 shifts
2-8	7 shifts
Shift personnel hired in the calendar year shall earn vacation for use in the following calendar year as follows:	4 shifts if hired from Jan. 1st to April 30th; 3 shifts if hired from May 1st to August 31st; 2 shifts if hired from Sept. 1st to Dec. 31 st

For example, a member who begins the 19th year of service at any time during the 2016 calendar year will earn 11 shifts of vacation to take off during the 2017 calendar year.

Any member may, at their choice, receive a cash out of one vacation shift. Separate from the members' cash out option, the City may elect to cash out one vacation shift. These will be paid at the member's straight time rate in the first pay period the following November. The City will notify members if it elects this option before the vacation sign-up period.

1.1 Use of Vacation Upon Return From Disability or Sick Leave: A member returning from sick or disability who had vacation scheduled during that time may, at the member's option, take all vacation immediately upon return to duty, or reschedule the owed vacation(s). It is the member's responsibility to notify the administration of their intent to use the missed vacation days before returning to duty. The member shall be given the vacation they choose if the Telestaff roster is even or plus on the day they want to take their vacation. Telestaff "even" or "plus" refers only to vacations covered by debit days. If Telestaff is not even or plus on the date the member chooses, a mutually agreeable date(s) shall be chosen. Vacation shifts missed due to injury or

illness must be taken in the calendar year originally scheduled or within six (6) months of return to duty, whichever is later, or it will be lost.

1.2 Vacation Selection on return from Mobe or after Shift Change: Vacations missed due to mobes or shift changes may be rescheduled per the same rules and process as the original vacation sign-up (for example in 2016 – 7 people off for prime and 15 for non-prime).

Section 2 Vacation Allowance for Day Personnel:

Vacation hours will be as follows. Day personnel who begin the stated year(s) of service during the calendar year shall earn the following number of hours for use in the following calendar year:

Years of Service	Hours Off
Hire through completion of 5 years	106
Start of 6 through completion of 10 years	146
Start of 11 years	154
Start of 12 years	162
Start of 13 years	170
Start of 14 years	178
Start of 15 through completion of 19 years	186
Start of 20 or more years	226

Any member may, at their choice, receive a cash out of 24 hours. Separate from the member's cash out option, the City may elect to cash out 24 hours. These will be paid at the member's straight time rate in the first pay period the following November. The City will notify members if it elects this option before the vacation sign-up period.

2.1 Additional Terms:

- a. If a holiday falls within their scheduled vacation, the holiday will not be charged as vacation.
- b. Shall be allowed to carry over up to two weeks, eighty (80) hours, of vacation into the following year.

Section 3 Vacation Allowance for Combined Communications Center:

Vacation shifts will be as follows. CCC personnel who begin the stated year(s) of service during the calendar year shall earn the following number of shifts for use in the following calendar year:

Years of Service	Work Shifts Off
19 or more	10 shifts
9-18	8 shifts
2-8	6 shifts

CCC personnel hired in the calendar year shall earn vacation for use in the following calendar year as follows:

3 shifts if hired from Jan. 1st to April 30th;
2 shifts if hired from May 1st to August 31st;
1 shift if hired from Sept. 1st to Dec. 31 st

For example, a member who begins the 19th year of service at any time during the 2016 calendar year will earn 10 shifts of vacation to take off during the 2017 calendar year.

Any member may, at their choice, receive a cash out of one vacation shift. Separate from the members' cash out option, the City may elect to cash out one vacation shift. These will be paid at the member's straight time rate in the first pay period the following November. The City will notify members if it elects this option before the vacation sign-up period.

Note: CCC employees assigned to other than 24-hour shifts will be considered to be on 24-hour shift for purposes of vacation accrual, and 24-hour shifts of vacation may be split into increments consistent with their schedule if it is other than 24-hour shifts.

Section 4 Vacation Signup:

4.1 Process: The process for vacation sign up will follow the current SFD Informational Notice. This process will be mutually reviewed and may be updated annually by mutual agreement.

4.2 CCC Vacation Sign-up:

- a. Dispatch vacation sign-up will be conducted within the CCC.
- b. A maximum of one (1) dispatcher (to include supervisors) per shift on vacation at the same time.
- c. Sign-up shall be by shift seniority.
- d. It is the responsibility of each employee to complete the form that is left in the CCC. In the event that member is unavailable for contact at home and their spouse cannot make their selection, refer to the sign-up form. If the employee who is in charge of the sign-up is at the time unable to complete the member's sign-up within four (4) hours, sign-up will continue and recall to the member's home every hour until contact is made.

ARTICLE XV - HOLIDAYS

Section 1 Holidays Day Personnel:

The following shall be recognized as paid holidays.

New Years Day	January 1st
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September

Thanksgiving
Day After Thanksgiving
Christmas Day

4th Thursday in November

December 25th

Any day that is designated as a legal holiday by the State Legislature subsequent to the effective date of this Agreement will become a paid holiday.

1.1 Sundays: No Department scheduled training shall occur on Sundays. Training may be conducted at the company officer's discretion.

1.2 Holidays on Normal Business Day: When any of the above named holidays occur on a normal business day (Monday through Friday), the offices of the City government shall be closed in observance of such holidays, and the employees of the City, with the exception of continuous operation and essential personnel, will be granted time off duty.

1.3 Weekend Holidays: When any day observed as a holiday by the City falls on a Sunday, the following Monday will be observed as a regular holiday or if any day observed as a holiday by the City falls on a Saturday, the preceding Friday will be observed as a regular holiday and the office of the City government shall be closed. The employees of the City, with the exception of essential personnel, will be granted time off duty. (The above policy is applicable to employees on a five (5) day, Monday through Friday schedule.)

1.4 Holiday Pay: All non-twenty four hour bargaining unit employees, except Dispatch, will receive holiday pay equivalent to the number of hours in their daily shift during the pay period in which the holiday falls for each fixed holiday. In order to qualify for holiday pay, the employee must be in a paid status the normally scheduled shift of work immediately following the holiday.

1.5 Holiday Overtime Pay: All non-twenty four hour bargaining unit employees, except Dispatch, will be compensated at one and one-half (1½) times their hourly rate, in addition to holiday pay, for all hours worked on days that are recognized or observed by the City as holidays.

Section 2 Holidays Shift Personnel:

2.1 Work Status on Holiday: Shift employees actually working on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve and/or Christmas will get a total of 2 ½ times their normal base pay (a premium of 1 ½ times pay in addition to their regular base pay) for the actual hours they work. Employees working such hours will receive a total of 2 ½ times pay for those hours worked regardless of whether they are working their regular scheduled shift, a debit day, trade time, overtime (i.e., no pyramiding), or on duty for any other reason. Members on MOBE status will not receive additional holiday pay.

2.2 Leave Status on Holiday: Employees on leave of any kind will not receive the premium.

2.3 Light Duty Status on Holiday: Employees on light duty will not receive the holiday pay premium. In lieu of receiving the additional holiday pay premium, personnel on light duty in a 24-hour shift assignment will be given the holiday off and be paid at the straight pay rate for the entire 24-hour shift.

Note: Personnel who normally work a 40 hour work week or on special assignment in a 40 hour capacity already receive Holiday pay for established City Holidays so they will not receive any additional compensation. The intent is that anyone working on these Holidays will receive a **total** of 2 ½ times their regular pay for the hours they work.

ARTICLE XVI - ILLNESS AND SPECIALTY LEAVES

Section 1 Illness Leave:

1.1 Accrual of Illness Leave: Illness leave accrual and accumulation for uniformed employees will be as follows:

<u>Hours Per Shift</u>	<u>Accumulation Per Pay Period</u>	<u>Maximum Accrual</u>
8 Hour	5.39	961
12 Hour	5.65	1095
24 Hour	7.00	1248

Dispatch employees will accrue sick leave at the 24 hour rate listed above. Dispatch employees assigned to other than 24-hour shifts will be considered to be on a 24-hour shift for purposes of illness leave accrual, and 24-hour shifts of illness leave may be split into increments consistent with their schedule if it is other than 24-hour shifts.

An employee shall not be credited with any illness leave in a particular pay period unless that employee has been in pay status for eighty percent (80%) or more of the hours in that pay period.

1.2 Use of Illness Leave: Illness leave may be used as accrued when that employee is incapable of reporting to duty due to an illness or injury to that employee. Illness leave may also be used as accrued to care for a family member as defined in RCW 49.12 (parent, parent-in-law, child, spouse, or grandparent) who has a serious health condition, or to care for a child under the age of 18.

Illness leave may not be used during military leaves of absence. The parties recognize that abuse of the sick leave benefit is an appropriate matter for discipline.

1.3 Initial Illness Leave: All members will be allotted 10 days illness leave upon the date of hire. No additional illness leave will accrue to their account until they have been on the payroll for a period of time that would accrue 10 days of illness leave based on the above accrual rates.

1.4 Duplication of Illness Leave & Industrial Insurance: When an employee uses illness leave that is duplicated by Industrial Insurance compensation the total amount of compensation paid by Industrial Insurance will be in conformance with Washington State Law.

1.5 Disability Leave: When a LEOFF II employee or Civilian Dispatcher becomes entitled to coverage under Title 51.32.090 RCW, the City shall compensate the employee for the difference between the employee's Workers Compensation entitlement and the regular salary for a period not to exceed six (6) months per occurrence. Disability Leave payments shall cease at the end of the disability should the member return to duty before the six (6) months have passed.

To accomplish this, the City shall pay the employee's regular salary, including any additional payments regularly included, for said period in lieu of any time loss payments or disability leave supplemental payments to which the employee is entitled. It is the intent of this agreement to neither make the member more than whole, nor less.

In no event will the City pay, under this provision, for more than a total of six (6) months for any one, particular temporary total disability. If an employee is returned to work on a conditional basis and the disability recurs or it becomes clear that the member hasn't fully healed, any additional payments under this section shall be limited to the remaining, unused portion of the original six (6) months.

Employees may use the Disability Leave only for disabilities incurred while on the job and while acting in their capacity as employees.

Employees will continue to accrue sick leave, vacation and seniority while on paid status in accordance with City policies. Employees in leave of absence or laid off status are governed by Civil Service Rules.

1.6 Illness Leave Bank: Hours accrued over accrual maximum will be deposited in the illness leave bank.

1.7 Leave sharing:

- a. General: All leave sharing hours will be taken from the Illness Leave bank.
- b. Eligibility to Receive Leave:
 1. A LEOFF II member or Civilian Dispatcher may receive leave under this agreement if the member suffers an illness, injury or impairment which has caused or is likely to cause the member to go on leave without pay, or which may cause the member to be terminated from City employment.
 2. Request to receive the leave sharing benefit shall be submitted to a committee comprised of one person from Human Resources, one person from Fire Department, and one person from Local 29. The decision of the committee shall be final; however, if the decision of the committee is to deny the request, the originator has the right to petition the committee for reconsideration. The decision of the committee shall not be subject to the grievance procedure.
 3. A member receiving a leave sharing benefit must have exhausted his/her sick leave, vacation time and any compensatory time.

4. A member receiving a leave sharing benefit must have abided by the department policies respecting sick leave.
 5. A member receiving the sick leave sharing benefit shall receive no more than an equivalent number of work days/shifts that would equal six (6) months of such leave during the course of his/her employment with the City.
 6. The member's position must be one in which vacation and/or sick leave can be accrued and used.
 7. The member must have completed recruit school to be eligible for leave sharing.
 8. The member must not be receiving Worker's Compensation time-loss payments as a result of an on-the-job injury.
- c. Leave Transference Process: Member wishing to receive a leave sharing benefit shall submit a written request to the Personnel Director and attach a statement from his/her physician verifying the nature and expected duration of the condition. A Union representative may submit the request on behalf of the member.

Section 2 Light Duty:

2.1 Off-Duty: Should an off-duty illness or injury prevent a LEOFF II employee from performing their normal job duties until healing occurs, a light duty program exists. Depending on the type of injury or illness and the restrictions placed on the employee by a physician, each case will be considered individually. LEOFF I employees are specifically exempted from any light duty. A LEOFF II employee who accepts light duty will be subject to the conditions outlined below.

The procedure to request light duty is as follows:

- a. Request for light duty can only be initiated by the LEOFF II employee.
- b. Approval for the employee to work light duty must be in writing, from the employee's physician, with any restrictions that may be placed on the employee.
- c. Each request for light duty will be evaluated by Fire Administration. In determining if light duty will be allowed, Fire Administration will consider: Up to three (3) persons would be allowed light duty with any further light duty assignment based on projects available. An employee who is in danger of "running out" of sick leave may be given preference. Should an employee already be on light duty, he or she shall not be replaced by another unless by his or her consent.
- d. Except as provided by law, having a light duty program does not mean that permanently injured or disabled employee will be afforded light duty.

- e. All decisions by Administration, related to light duty assignments, are subject to grievance procedure.

A LEOFF II employee filing for light duty should recognize that:

- a. A light duty assignment will be for a period of not more than 180 days. Should the employee wish to discontinue light duty, they may do so at any time.
- b. The light duty work schedule will follow a 40-hour workweek. All benefits will continue unless otherwise prohibited by law.
- c. Scheduled vacation time can be drawn while on light duty status. Any other absences from work while on light duty must be approved.
- d. By accepting light duty, the member will be afforded all the protection of this contract.

2.2 On-Duty: Should an on-duty illness or injury prevent a LEOFF II employee from performing their normal job duties until healing occurs, a light duty program exists. Depending on the type of injury or illness and the restrictions placed on the employee by a physician, each case will be considered individually. LEOFF I employees are specifically exempted from any light duty. A LEOFF II employee who accepts light duty will be subject to the conditions outlined below. If an employee is disabled from performing his/her regular duties, but is released by his/her physician for light duty, the following procedures shall apply:

- a. The employee shall provide the City with the physician's release in which the physical limitations of the employee shall be stated.
- b. When work is available, the City shall offer the employee the opportunity to perform work which is within the employee's ability (according to the Doctor's Release) to perform. The Structured Return to Work Agreement will be utilized. If available light duty is refused, the employee's sick leave bank would be utilized. If the sick leave bank is exhausted other paid leave may be utilized.
- c. The light duty assignment shall continue for such period of time as there is a need for the duty and until the employee is released by the physician for full duty, for a maximum of 90 days. The City can renew the assignment at 90 days with a review every 30 days (or as needed) for a total maximum of 180 days. The City may terminate the assignment at any time due to business reasons, or in the case where it is determined the assignment poses a danger to the employee, co-workers or the public.
- d. Where reasonably necessary, the City shall have the right to have independent medical examination of the employee conducted to determine the extent of the employee's disability.
- e. The employee shall continue to accrue benefits during the light duty assignment. This provision shall apply only to temporary disabled LEOFF II employees. The

parties will be bound by state, federal and other applicable laws/regulations with respect to permanently disabled employees.

A LEOFF II employee working light duty should recognize that:

- a. A light duty assignment will be for a period of not more than 180 days.
- b. If it is an on duty injury, the employee will be offered light duty. However, the employee has the option of declining a light duty assignment, and will use sick leave to supplement the workers compensation payments. The allowable shifts can be a 24, 12, 10 or 8 hour shift.
- c. Sick time will be accrued while on light duty. All other benefits will continue unless otherwise prohibited by law.
- d. Scheduled vacation time can be drawn while on light duty status. Any other absences from work while on light duty must be approved and will be drawn from the member's sick leave bank.
- e. By accepting light duty, the member will be afforded all the protection of this contract.

Section 3 Industrial Insurance:

3.1 Insurance Coverage: All members hired after September 30, 1977 (LEOFF II) shall be covered by Industrial Insurance for all injuries that occur during the employee's working hours. Time loss and benefits shall be in accordance with the regulation established by the Washington State Department of Labor and Industries.

3.2 Reporting of accidents:

- a. All injuries that occur during working hours must be reported to the employee's designated supervisor on the day of the injury before leaving the department of employment.
- b. If you receive medical treatment you must complete a Self-Insurer Accident Report (SIF-2) and Employee Accident/Injury Report.
- c. Be certain to complete all information on the accident report form.
- d. If at all possible, the employee will submit these reports within 24 hours of the treatment.
- e. Any questions concerning an industrial insurance claim should be directed to the Risk Management Department.

Section 4 Care for Minor Children: Employees may use accrued leave (vacation, etc.) to care for a minor child under the age of 18 that requires treatment or supervision. Additionally, LEOFF II members may use accrued sick leave in addition to other leaves available to them.

4.1 Limits on Leave:

- a. Sick leave must be previously accrued;
- b. The leave must be used to care for the employee's child under the age of 18; and
- c. The child must have a health condition that requires treatment or supervision.

Employees may be required to provide documentation that a child has a physician's certificate.

Section 5 Family and Medical Leave Act: Leave under the Federal Family and Medical Leave Act (FMLA) follows City policy.

Section 6 Non-Duplication of Benefits: Should the Legislature improve or add new benefits to LEOFF II members that duplicate benefits provided by the City, the legislative benefits shall prevail. At such time that this should occur, the City will discontinue the duplicated benefits to the members. Members shall receive the greater of the benefits provided by the City and legislative action, but shall not receive benefits from the City that are duplicated by legislative action.

Section 7 Release for Union Business: The four (4) principal Union officers shall be allowed the required time, without loss of pay, to attend official I.A.F.F. and W.S.C.F.F. conventions and regional seminars. Local 29 will agree to not request "Union Business" relief for principal officers who are working a debit day.

Section 8 Funeral Bereavement Leave:

8.1 Definition of Immediate Family: The immediate family shall be defined to include spouse, relatives of the member and relatives of the member's spouse as follows:

- Children
- Grandparents and Grandchildren
- Mother, father, brother or sister
- More distant blood relatives who have lived as a member of the employee's immediate household for a period of six weeks or more at the time of death.
- Any individual who, in place of parents, assumes full responsibility for rearing the member or the member's spouse.

8.2 Death in Member's Immediate Family: In the event of a death occurring in the immediate family of a member of the Union, the said member shall be granted time off without loss of pay provided that the employee attends the funeral or is required to help make funeral arrangements. Time off with pay shall, be according to work assignments as follows:

- a. Members who are working twenty-four (24) hour shifts - two shifts off.

- b. Members who work other than twenty-four (24) hour shifts - up to forty (40) hours to be taken off in whole shifts. These shifts can be taken off consecutively or non-consecutively.
- c. Non-twenty four (24) hour Dispatchers - up to forty-eight (48) hours (one calendar week) in whole shifts.

8.3 Death in Spouse's Immediate Family: In the event of a death in the spouse's immediate family the following applies:

- a. Members who are working twenty-four (24) hour shifts - one shift off. One additional shift if one-way travel is 250 miles or more, or if the employee is helping make funeral arrangements, for a total of two (2) shifts off.
- b. Members who work other than twenty-four (24) hour shifts - up to twenty-four (24) hours to be taken off in whole shifts. These shifts can be taken off consecutively or non-consecutively. An additional 16 hours may be granted when one-way travel is 250 miles or more, or if the employee is helping make the funeral arrangements.
- c. Non Twenty-Four (24) hour Dispatchers up to twenty-four (24) hours - (four (4) calendar days) in whole shifts. These shifts can be taken off consecutively or non-consecutively. An additional 16 hours (three (3) calendar days) may be granted when one-way travel is 250 miles or more, or if the employee is helping make funeral arrangements.
- d. Members may waive any portion of their funeral leave at their option.
- e. Bereavement Leaves shall be administered by the Fire Chief.

Section 9 Military Leave: In accordance with the Military Selective Service Act, firefighters who are required to attend tours of active duty shall suffer no loss of pay for a period of time not to exceed twenty-one (21) days within the federal fiscal year - Oct.1 through Sept. 30. For 24 hr shift personnel military leave shall not exceed 252 hrs (10.5 shifts). Employees so required to serve a military obligation must supply the Fire Administration with the necessary orders. Such orders should be submitted with as much advance notice as possible so that proper replacements can be secured. If it is not feasible to supply the orders in advance, employees must provide verbal notification of military orders (or extension of existing orders) as soon as the employee is notified of such orders. Employees who provide only verbal notification in advance must provide the written orders before reinstatement following military leave.

9.1: Members ordered to active military duty by the President of the United States or the Governor of the State of Washington are entitled to pay and benefits as outlined in Paragraph 3.2 and 3.3. This leave is separate from any leave required by state or federal law for training for any branch of the United States Reserve Forces or National Guard.

9.2: Commencing on the first day of active duty and ending on the last day of active duty, each member's military pay will be supplemented by an amount necessary to

equal what the member's pay would be if they were not on active duty. However, in no event may the combined pay exceed their regular City pay.

All other employee benefits will continue as if the member had not been called to active duty.

9.3: Whether and to what extent a member called to active duty is covered by City-sponsored medical, dental, life and long-term disability insurance is governed by the terms of the collective bargaining agreement and insurance contracts as well as by superior state and federal law. Retirement benefits are governed by SMC Ch. 3.05

Section 10 Jury Duty: City employees shall be encouraged to serve jury duty at times when they are called. Employees so called and asked to serve during working hours will suffer no loss of pay. Employees called during the working day, or excused during the day, shall report immediately by phone to their supervisor for instructions as to whether to report for work during the remainder of the workday.

Should an employee working twenty-four hour shifts, or any night shifts, be required to appear for jury selection or jury duty on a day immediately following a day the employee works, that employee shall be excused from the last twelve hours of that shift.

Should jury duty or selection extend over a weekend, the employee will be excused the last twelve hours of any Sunday or holiday if working that shift. The employee will be expected to work the remaining portion of the shift on a Friday, if scheduled to work, and the entire shift Saturday, if scheduled. Should the jury be sequestered, the employee will be excused of all duty.

Section 11 Emergency Leave:

11.1 Definitions:

Emergency: An unexpected serious occurrence or situation urgently requiring prompt action and the presence of the member.

Immediate Family: Spouse, relatives of the member and the members' spouse to include children, mother, father, step-parents, brother, sister, grandparents, grandchildren, more distant blood relatives who have lived as a member of the employees' immediate household for a period of six weeks or more, or any individual who, in place of parents, assumed full responsibility for rearing the member or member's spouse.

MEDICAL: Applies to Immediate Family

1. Accident involving injury.
2. Hospitalization (elective surgery and normal childbirth excluded).
3. Unknown Medical problem.

NON-MEDICAL: Member's Primary residence only

11.2 Procedure for requesting Emergency Leave while On-Duty: Contact the Battalion Chief through Dispatch and notify them of the emergency. The Battalion Chief will approve the emergency based upon the criteria as defined. If the situation can or is resolved before the end of the shift, the member will contact the Battalion Chief who will determine if the member should complete the shift.

11.3 Procedure for requesting Emergency Leave if the Emergency occurs within 24 hours of the start of a shift the member is scheduled to work (includes trade time on, debit days, etc.): Unless circumstances prevent it, the member will contact the Battalion Chief directly or through Dispatch and notify him of the emergency and the possibility that it might not be resolved prior to the start of the shift. The member needs to advise Dispatch prior to the start of the shift if the emergency has not been resolved and they cannot work the shift. Battalion Chief will approve the emergency based upon the criteria as defined.

11.4 Number of Emergency Leave day/shifts per calendar year:

a. LEOFF I:

1. Twenty-four hour members: up to one 24 hour shift. One occurrence per year. Unused leave is not cumulative from year to year.
2. Non-Twenty four members: up to three (3) workdays may be used for one occurrence per year. Unused leave is not cumulative from year to year.

b. LEOFF II & Civilian Dispatchers:

1. Twenty-four hour members: up to one 24 hour shift of illness leave may be used per occurrence.
2. Non-Twenty four hour members: Up to three (3) work days may be used per occurrence.

NOTE: For situations that the member feels is an emergency but it does not meet the criteria as defined above, the member may be given time off under the definition and conditions of "Administrative Leave". If the member feels his/her situation was unique and should be considered as "Emergency Leave" they can appeal to the designated representatives from the Labor/Management Team for review. If the Labor/Management Team representatives cannot agree then a mutually agreed to third party will make final decision.

Section 12 Administrative Leave: Granted for situations that are not planned or scheduled and do not meet the definition of "Emergency" as defined above and the "Emergency Leave Criteria" defined above, but are considered an emergency to the member. The member may request the time off to help mitigate the problem or situation. The Battalion Chief will determine if the member will be granted time off using the guidelines established under Administrative Policy. The member will work back the time as a mutually agreeable shift. The time must be paid back within 365 days of usage. Failure to work the shift by the deadlines identified will result in the member

being scheduled to work a specific shift. If they do not work the designated shift they will be given a deduct at a straight time rate.

12.1 Procedure for requesting Administrative Leave while On-Duty: Contact the Battalion Chief directly or through Dispatch and notify them of the emergency. The Battalion Chief will determine if the situation that the member feels is an emergency qualifies for Emergency Leave. If the Battalion Chief feels that the situation does not meet the Emergency Leave criteria, as defined above, then the Battalion Chief will approve the member for Administrative Leave based upon the Administrative Leave criteria as defined. If the situation can be or is resolved before the end of the shift, the member will contact the Battalion Chief who will determine if the member should complete the shift.

12.2 Procedure for requesting Administrative Leave within 24 hours of the start of a shift the member is scheduled to work (includes trade time on and debit days): The member will contact the Battalion Chief through Dispatch and notify them of the emergency and the possibility that it might not be resolved prior to the start of the shift. The Battalion Chief will determine if the situation that the member feels is an emergency qualifies for Emergency Leave. If the Battalion Chief feels that the situation does not meet the Emergency Leave criteria, as defined above, then the Battalion Chief will approve the member for Administrative Leave based upon the Administrative Leave criteria as defined.

Section 13 Administrative Leave during Departmental Investigations: As a result of a departmental investigation, it may be necessary to place an employee on paid Administrative Leave. Should administrative leave be necessary, this leave is not punitive and should not be considered punishment. It is intended to facilitate the smooth, objective and uninterrupted conclusion to the investigation.

An employee placed on Administrative Leave during a departmental investigation will:

- a. Not lose any pay or benefits.
- b. Be assigned to a work shift of Monday through Friday from 0730 hours until 1630 hours. This time will be considered the normal work day therefore the employee is to conform with city and department policies and procedures during this period.
- c. If they do not have a cell phone, be issued a pager or cell phone so they are available to the department during administrative duty hours so as not to cause potential delay to the investigation. This availability is in no way intended to restrict the employee to their residence, but is to insure that the department has the ability to get in contact with the employee. The employee's responsibility is to have the device with them and on, and to respond to the employer in a timely manner. If the employee intends to leave the area covered by the device, they are to leave a telephone number where they can be reached.
- d. Not come to or be in any fire department facility other than the Administrative Offices without specific authorization to do so from Fire Administration.
- e. Be briefed on the progress of the investigation when possible.

- f. Be informed of the outcome of the investigation in as timely a period as possible.

Section 14 Personal Leave Day Personnel: Day personnel will be entitled to two (2) days (a day meaning whatever their normal schedule is 8, 10, or 12 hours, or other agreed to flex time) of personal leave to be used during the calendar year. Fire Investigators will be entitled to three (3) days of Personal Leave.

Shift personnel on temporary special assignment will be eligible for personal leave under the following conditions:

- a. If the member has completed or is scheduled to be on special assignment two through six consecutive months - 1 day personal leave.
- b. For more than six months up to one year - 2 days personal leave. Two days maximum per year.
- c. This criteria starts over with each new calendar year. Personal leave days cannot be carried over from one year to the next.

Section 15 Court Time: Employees shall be given time off to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant or witness in any proceeding or deposition arising out of the performance of the employee's duties as an employee. Any off duty time during which an employee is required to thus appear shall be compensated at one and one-half times the employee's hourly wage rate with a minimum of three (3) hours overtime at one and one-half time the employee's rate.

Section 16 Paternity Leave: A LEOFF II member or a Civilian Dispatcher may use four (4) paid shifts per occurrence from his sick leave for Paternity Leave, which includes adoption. Non-twenty-four hour members may use eighty (80) hours from his sick leave account for Paternity Leave. This does not preclude the member from requesting unpaid leave as allowed by the FMLA. If the member is on duty, for any reason, when the birth begins, the member will use "Family Leave - Other" for that on-duty shift and the member will still be entitled to four (4) shifts of Paternity Leave. Should the child be born before the scheduled shift begins, the member will be entitled to the four (4) shifts of Paternity Leave only.

Paternity Leave may or may not be taken consecutively. However, Paternity Leave must be used within 120 days, beginning at the time of birth.

For instances of false labor the expectation is that the member, unless circumstances beyond his control prevent it, will contact the Battalion Chief through Dispatch and notify them of the situation. As soon as the situation is resolved during the shift, the member will contact the Battalion Chief who will determine if the member should complete the shift. False labor will be coded as "Family Leave - Other" and does not count against the four (4) shift Paternity Leave entitlement.

ARTICLE XVII - SALARY COMPUTATIONS/COMPENSATIONS

Section 1 Regular Hourly Rate: A regular hourly rate shall be established for each job classification. The hourly rate shall be the basis for estimating the biweekly, monthly, and annual rates.

Section 2 Pay Periods: Pay periods shall be established on a bi-weekly basis. Payroll checks shall be issued exclusively by direct deposit on alternate Fridays. Should the pay day fall on a bank holiday, payroll checks shall be deposited on the day preceding the holiday. Bi-weekly earnings shall be computed by multiplying the regular hourly rate by the average number of hours worked on a bi-weekly pay period. Management shall maintain a record of actual hours worked for accounting purposes as mutually agreed under the supplemental agreement provisions of this contract.

Section 3 Draft Pay: Employees who are required to work overtime shall be compensated at one and one-half times the regular hourly rate for actual hours worked. Actual hours worked shall be rounded off to the nearest one-half hour. Twenty-four hour personnel are to be paid and not given compensatory time.

Section 4 Call Back and Holdover Pay:

4.1 Call Back: A call back occurs when an employee has completed the shift, left the station, and is called back to work **or called in** on a scheduled day off. A minimum of three (3) hours pay at time and one-half the regular hourly rate shall be paid for call backs. Should the period of work extend beyond three (3) hours, time and one-half the regular hourly rate shall be paid for the actual number of hours worked. Actual hours worked shall be rounded off to the nearest one-half hour.

4.2 Holdover: A holdover occurs when an employee is required to report early immediately before a scheduled shift, or stay later immediately after a scheduled shift. Time and one-half the regular hourly rate shall be paid for the actual number of hours worked when an employee is required to report early or is held over at the employee's assigned work location at the start or end of a shift. Holdover and early report time shall be rounded off to the nearest one-half hour.

4.3. Administrative Policy: Administrative Policy is established to provide guidelines for administering the Call Back Pay provisions as specified in the labor agreement. The policy shall establish when the call back provision commences and when it shall end.

- a. Duty hours for call back pay purposes shall commence as follows:
 1. When the employee reports at the scene of emergency, or;
 2. When reserve apparatus is put into service.
- b. Duty hours cease when the employee is relieved at either of the two above assignments.

- c. Call Back Pay. The employee shall receive thirty (30) minutes pay in addition to the actual time worked as specified in items 1 and 2 above if over three (3) hours.

Section 5 Compensatory Time: (Day Personnel only)

Whenever a bargaining unit employee works overtime, that employee shall have the option of being compensated for the extra time worked at the time-and one-half rate or to take compensatory time off at the time-and one-half rate for each hour worked. When the employee selects compensatory time off, the employee and the authorized supervisor shall mutually agree when the compensatory time is to be taken. Whenever work schedules permit, the date preferred by the employee shall be granted.

Whenever possible, compensatory time shall be taken within sixty (60) days of the date earned.

Section 6 Trade Time:

See Appendix C.

Section 7 Drafting Procedures:

7.1 Operations: This procedure applies to 24-hour shift personnel and personnel working in the training division or operational personnel on temporary special assignment. Whenever overtime is available, the City shall afford all classified personnel, who have completed recruit school, the opportunity to work a "draft". If, upon completion of recruit school the first half of the draft list has not been utilized, the member will be added to the draft list according to the member's seniority, and the employee will be eligible for draft during that rotation.

For drafting purposes, unscheduled debit days-owed will not restrict the opportunity for a draft and the draft list will be administered by seniority. Unscheduled debit days are expected to be paid back by the end of the calendar year and the options are outlined in Policy 1.03.03.01.

The process for drafting will follow the current SFD Policy and/or Informational Notice. This process will be mutually reviewed and may be updated annually by mutual agreement.

7.2 CCC: Dispatchers will operate using a single draft list. The draft list will be adjusted to equalize hours. Uniformed Relief Dispatchers will be eligible for overtime when no assigned Dispatchers are available. If no one is available to fill a draft, a Dispatcher's shift may be changed or the vacancy filled as necessary.

Should the entire draft list be called and no one will take a draft, a CALL BACK will occur. Under a CALL BACK, there is no option for turning down the requirement to report for duty unless the individual is impaired. Call back provisions of the current collective bargaining unit agreement will apply.

Section 8 Out of Classification Pay:

8.1: Any member who is required to work in a higher classified position as a Fire Equipment Operator, Paramedic, Communications Shift Supervisor, or an Officer shall receive out-of-class pay.

8.2: The out-of-class pay shall commence on the first (1st) shift that the member works in a higher position.

8.3: The rate for out-of-class shall be as follows:

- a. Firefighter working as Fire Equipment Operator, Twenty-Five dollars (\$25.00) for a 24-hour shift.
- b. Firefighter or Fire Equipment Operator working as an Officer, Forty-Five dollars (\$45.00) for a 24-hour shift.
- c. Any Dispatcher working as a shift supervisor shall receive \$45 per twenty-four hour shift, in addition to their regular pay.
- d. Any uniform personnel working relief as a Dispatcher shall receive thirty dollars per 24-hour shift in addition to their regular pay, providing they meet qualification requirements. Personnel training to become Dispatchers are not eligible for out-of-class pay.

8.4: Out-of-class shall be calculated in the following manner:

- a. Up to 1/3 shift: No out-of-class
- b. 1/3 -1/2 shift: 1/2 of out-of-class
- c. Over 1/2 shift: full out-of-class

8.5: Any member working for another member (trade time on) and is required by the Administration to work in a higher classified position than the position traded into, such as a Fire Equipment Operator, Paramedic or an Officer, shall receive out-of-class pay under the provisions of Article XXI, Section 9.

Section 9 Out of Grade Pay:

9.1: If there is a vacancy in an FEO or officer position caused by illness, injury, retirement or any other such reason, and the position is filled on an "interim" basis by the Department, the pay shall be as follows. Interim assignment shall mean filling a vacancy for more than five (5) consecutive full shifts. An interim assignment shall be the next person on the promotion list. An employee working an interim assignment shall be paid at the salary with interim employee's longevity, for the position for all hours worked on an interim basis in that position. Out of grade pay shall be paid to the member whenever they are performing those duties (company officer or FEO), regardless of trades.

9.2: Out of grade pay does not apply on MOBEs.

9.3: All of a member's current base pay applies while receiving out of grade pay.

9.4: An out of grade FEO or officer receives out of grade for all shifts worked during the out of grade assignment, including any shifts in which the Department moves the out of grade assignee to a lower rank.

Section 10 Paramedic Pay:

10.1: Paramedic Pay will be paid at a rate of 13% of senior firefighter pay without longevity to employees that are active paramedics. This pay becomes part of the base pay. The classified Paramedic Lt. salary scale will be adjusted to include the equivalent of these increases.

10.2: Each Paramedic will be eligible to receive up to six hours of overtime pay for classes or events that were attended off-duty that meet the requirements for Paramedic Continuing Education. One hour of overtime will be paid for each hour of approved classes or events attended, up to a maximum of six hours of overtime per year. This overtime pay will be processed once each year and paid in December. In order to receive this overtime pay, each Paramedic must submit to the Chief of EMS by November 1st documentation of the classes or events attended for the preceding 12 months. The Chief of EMS will have the documentation verified prior to payment being made to the Paramedics. The classes or events that are recognized to meet the requirements for Paramedic Continuing Education include:

- PHTLS
- PALS
- PEPP
- ACLS
- CPR Instructor-Trainer
- SFD Monthly Paramedic meetings
- Monthly Spokane County sponsored EMS education dinner meetings
- Recertification exam
- Other EMS educational opportunities pre-approved in writing by the County Medical Program Director, MSO, or Labor/Management.

10.3: A member who is certified and willing to be used as needed as a paramedic, but is not in the paramedic pool, will receive \$100 per month to retain certification. In addition they will receive out of class pay of \$40 per shift for all shifts worked as a Paramedic, in lieu of the paramedic pay.

10.4: While enrolled in Paramedic Training (excluding prerequisite Anatomy and Physiology courses), department approved Paramedic students will receive \$750 upon the satisfactory completion (passing grade) of the didactic portion. In addition, the Paramedic student will receive \$250 upon the successful completion of internship for a total of \$1,000. Upon certification to perform as a Paramedic on the SFD, the new Paramedic will receive an additional \$1,000 for the successful completion of the Paramedic program. The above certification pay is available only once for each member.

Section 11 Special Operations Pay:

11.1 Special Operations Teams: The three Special Operations Teams (HazMat, Tech Rescue, Water Rescue) shall maintain a minimum of 40 members. Identification of members comprising the specialty teams shall be up to the Captain and Battalion Chief in charge of the specialty team. If the 40 positions are not filled, anyone assigned to the designated stations will be considered part of the team.

11.2 Specialty Pay: Specialty pay for the above teams will be: 1% on assignment to the team; 2% (total) after technician certification or one year after assignment, whichever is first; and 5% (total) after specialist certification or two years after assignment, whichever is first. This pay shall become part of the member's base pay. Specialty team members who achieved technician certification at the former 2.5% specialty rate prior to January 1, 2016, will continue to receive 2.5% until they achieve specialist certification.

11.3 Out of Class: When members work out of class on a specialty team, they will receive the percentage specialty pay for all hours worked out of class.

Section 12 Deputy Fire Marshal:

Positions filled from the DFM list will remain uniformed positions with the following additional compensation incentives and probationary terms:

- a. DFM will be at the same range of the pay plan as Fire Lieutenant.
- b. After each DFM and Assistant Fire Marshal (AFM) passes the Fire Inspector I test and obtains certification, a flat amount of \$2500 (not subject to cost of living or other adjustments) shall be added to the employee's gross annual wages. The certification pay will be divided by 26.1 pay periods.
- c. After each DFM and AFM passes the Fire Inspector II test and obtains certification, a 5% certification pay shall be added to the base pay. This amount would replace the \$2500/year provided for Fire Inspector I certification, so employees who obtain both certifications will receive a total certification pay of 5%.
- d. There will be a nine month probationary period for each employee promoted to the position of DFM. To the extent this probationary requirement conflicts with Civil Service Rules, including but not limited to Rule VI Section 14, this negotiated nine month period controls. The first twelve weeks are for training, study, and shadowing, with no inspections conducted alone.
- e. For purposes of Civil Service Rules, the movement of an employee from Fire Lieutenant to Deputy Fire Marshal is considered a "Promotion." Therefore, the movement from Deputy Fire Marshall to Fire Lieutenant is a "Demotion" that would be available as a Voluntary Demotion under Civil Service Rule VII, Section 4.

Section 13 CCC Manager and Assistant Communication Manager: The CCC Manager will be moved out of Local 29 and offered to SAFO for representation effective the first pay period of 2013. The Training Supervisor position will be promoted to a Captain-level position with the title “Assistant Communication Manager” effective the first pay period of 2013.

Section 14 Sick Leave Buyback Upon Separation: Accrued sick leave will be bought back at separation and placed into the member’s VEBA as follows.

Type of Separation	% of 960 hours	Max
Voluntary at or above 50 years of age + 5 years of service:	40%	384 hours
Voluntary less than 50 years of age + 5 years of service:	25%	240 hours
Involuntary separation:	0%	0 hours

Section 15 Disability Retirement: All LEOFF personnel retiring on a disability will be paid for all unused and accumulated vacation due, effective the date of retirement.

Section 16 Special Investigation Unit: Full-time investigators will receive a 14% specialty pay, and trainees will receive a 2.5% specialty pay, while assigned to SIU.

Section 17 Deferred Compensation: The City agrees to make available to all members one of the following deferred compensation options: moving to the DRS deferred compensation plan, keeping the status quo two providers, or offering DRS along with the current providers as mutually agreed by the union and the city. . The City agrees to match the contribution of any member to a deferred compensation plan to a maximum of 4% of a top step 24 hour Fire Captain’s bi-weekly pay.

Section 18 CCC:

18.1 Salary and Overtime: It is the intent of the full-time dispatcher pay schedules to meet the fluctuating workweek provisions of the FLSA whereby the employee receives a fixed weekly salary regardless of the number of hours that the employee works during the week. Overtime compensation for hours worked in addition to their regularly scheduled hours (84 hrs per pay period) will be at the following rate: Non-uniform and uniform LEOFF II personnel - 1.62 times their hourly rate. Uniform LEOFF I personnel - 1.66 times their hourly rate.

18.2 Uniform transfer to CCC: Uniform personnel transferring to the CCC will move into the Dispatcher pay scale step based on their years of service with the City.

ARTICLE XVIII - WAGES

Section 1 Wage Adjustments:

1.1 2016: No adjustment.

- 1.2 **2017:** Effective the pay period that January 1, 2017 falls in, the City agrees to increase the pay schedule by 2%.
- 1.3 **2018:** Effective the pay period that January 1, 2018 falls in, the City agrees to increase the pay schedule by 1.5%.
- 1.4 **2019:** Effective the pay period that January 1, 2019 falls in, the City agrees to increase the pay schedule by 100% of the August Seattle CPI-U with a minimum of 0% and a maximum of 3%.

Section 2 Wage Scale:

Appendix A contains the complete wage scale for all Local 29 positions.

ARTICLE XIX – INSURANCE

Insurance will continue to be provided as per the Memorandum of Understanding contained in Appendix B.

Beginning in 2016, the City's contribution to the benefits trust described in Appendix B will be for medical insurance, life insurance, dental insurance, and VEBA. The City's per employee benefits contribution in 2016 will be \$1805. The contribution will increase by 4% each year thereafter, including out of contract years.

All newly hired employees will have their medical benefits start the first day of the month following hire, if allowed by the benefits trust and its insurance carriers.

The City's increased contribution rates during each contract year shall be as follows:

2016: \$1805
2017: \$1878
2018: \$1954
2019: \$2033

ARTICLE XX - COMBINED COMMUNICATIONS CENTER

Section 1 Firefighter Dispatcher: A total of three (3) Firefighter/Dispatcher positions will be available to uniform personnel from the Civil Service Firefighter/ Dispatcher list when vacancies occur. If there are no uniform personnel on the Firefighter/Dispatcher list, the vacant position will be filled from the Fire Communications Specialist list. Should this occur, uniform personnel would not be eligible for CCC positions until a vacancy occurs. All other dispatcher level positions above the 3 available to Firefighter/Dispatcher will be filled from the Fire Communications Specialist list.

Uniform personnel must complete dispatch recruit school prior to being placed in the Dispatch position. Uniform personnel will be placed on special assignment (days) to complete dispatch training.

Section 2 Staffing:

2.1 Testing: The test format for these positions shall be as follows:

Position	Format
Asst. CCC Manager	20% Departmental evaluation 80% Training and Experience
Supervisor	20% Departmental evaluation 40% Assessment/Performance 40% Written examination
Administrative Supervisor	20% Departmental evaluation 40% Assessment/Performance 40% Written examination
Fire Communications Specialist	A written exam by Civil Service. A Departmental interview and practical to determine the final hiring list.
Firefighter/ Dispatcher	20% Departmental evaluation 80% Written examination Skills test - Pass/fail

The Administrative Supervisor position will work day shift with responsibility for QA/QI, Training, and supplemental staffing on the floor.

2.2 Shift Assignments:

- a. One (1) Asst. Communications Center Manager (day shift)
- b. One (1) Administrative Supervisor (day shift), upon creation of new classification and approval of funding
- c. A total of Four (4) Shift Supervisors (24 hour shift)
- d. Eight (8) Fire Communications Specialist or Firefighter/Dispatcher assigned to a 24 hour shift.
- e. Two (2) Fire Communications Specialist or Firefighter/Dispatcher assigned to Power Shift.
- f. Four (4) dedicated full time relief Fire Communications Specialist or Firefighter/Dispatcher
- g. Personnel filling vacant Dispatcher positions will be assigned to dedicated relief. The normal line of progression is dedicated relief, power shift then 24-hour shift
- h. A relief pool to include uniform personnel and civilian permanent part time employees

2.3 Shift Personnel:

- a. Trade or overtime may create a thirty-six (36) hour obligation. Forty-eight (48) hour consecutive shifts will not be allowed. On-going assessment will be made of any shifts longer than twenty-four (24) hours to insure standards are maintained.
- b. Power Shift Positions: Can be scheduled for 8, 10 or 12 hour periods. The Manager will provide at least a two (2) week notice of any change in the regular scheduled work period.
- c. Dedicated Relief Positions: Dedicated relief positions can be scheduled for 8, 10, 12 or 24 hour periods. The Manager will provide a work schedule as early as possible. Under normal conditions dedicated relief personnel's work schedule will be identified at least two (2) weeks in advance.

2.4 Relief: In addition to full time dedicated relief, the following personnel are available to work relief:

- a. Uniformed Relief: Personnel normally assigned to fire station shift work, who volunteer to work relief at the CCC. (Limited to four positions subject to provisions below).
- b. Civilian Permanent Part Time Relief: Personnel from the Civil Service list for Fire Communications Specialist. (Limited to two positions subject to provisions below).
- c. When unscheduled relief is required, uniformed relief will be given first opportunity to work unless they have worked in the CCC at least eight (8) hours in that calendar month. Should no uniformed relief accept the assignment, those from the non-uniformed part-time relief list may be contacted. There shall be no more than one non-tenured part-time relief dispatcher on duty at any time except for the purposes of training.
- d. Tenured Part Time: Any part time employee will be considered tenured and eligible to work with other part time dispatchers on the same shift if:
 - 1. They have completed at least six months of service in the position of part time dispatcher, having worked at least eight hours per month for those six months, and
 - 2. In the documented opinion of their supervisors, they are capable of working a console without supervision for all but those situations which would require assistance for any full time dispatcher, and
 - 3. They do not displace full time dispatchers if full time dispatchers are available to work.

- e. Any uniformed member who volunteers for relief may turn down requests to work at the CCC if they have worked a minimum of eight (8) hours in that calendar month, and other relief is available.
- f. Debit Time: When a uniformed relief works the equivalent of nine (9) twenty four hour shifts, the employee will be credited with twenty-four hours of debit time. Time is accrued, hour for hour, for any relief worked at dispatch. Note: For purposes of buying back unscheduled debit time, the exchange rate is one and a half to one.
- g. Hours: Uniformed relief, whose shifts have been changed, will be assigned for a 24-hour shift, a portion of which may be in station. Shift changes may only occur with the concurrence of the member.
- h. Relief shall be defined as covering for vacations, illness, sickness, training and education or supplementing 24-hour shift personnel during periods of higher call volume activity. Relief can be scheduled for the following periods of time: 8, 10, 12 or 24 hours.

2.5 Special Projects: Special projects may be assigned to personnel to be accomplished during the shift.

2.6 0700-1700 Hours:

- a. As per the uniform policy, uniform pants with Fire Department approved uniform shirt, T-shirt, or sweatshirt may normally be worn. Dark blue uniform shirt is to be worn during scheduled visitations.
- b. Headsets will be worn by all Dispatchers when on duty at the console.
- c. At least three (3) personnel will be required to be available, two (2) of which will always remain at a console in headsets to answer incoming calls and radio communications.

2.7 1700- 0700 Hours:

- a. Approved Fire Department T-shirts, sweatshirts, to include sweatpants, may be worn during the evenings and on weekends when there are no scheduled visitations.
- b. At least two (2) personnel will be required to be available, both of which will always remain at a console in headsets to answer incoming calls and radio communications.
- c. Dispatchers may alternate rest periods in times of reduced activities. Rest periods will be taken near consoles to facilitate immediate return to the workstation in the event of increased activity. Note: Any increased activity, to include multiple incidents, multiple telephone CPR or emergency protocols being given, multiple alarm fire, etc. will immediately require two Dispatchers, to include

the Shift Supervisor, to assist each other at the appropriate work station. Normal rest periods are from 2100-0600.

2.8 Communications Training Officers (CTO): CTOs will receive additional compensation equivalent to 5% of a top step Firefighter without longevity for all hours spent actively training.

Section 3 CCC Contract Provisions: The CCC agreement is between the parties contracting with the City for dispatching services and is not a bargaining agreement between Local 29 and the City.

3.1 Performance Criteria: Changes to the CCC Performance Criteria will be submitted to the Union for review and comment before implementation.

3.2 Move-ups: The department's plan for mutual aid may include move-ups in the event of a catastrophic situation or a series of simultaneous emergencies, which require resources beyond the capacity of the department.

3.3 Disclosure of Records: The City does not intend to restrict the Union's access to dispatch records through a "Status" type of application or audio tapes if a member is subject to disciplinary action, provided access is in accordance with applicable public disclosure laws and freedom of information act requirements. However, none of the information accessed may be disclosed outside of this organization without the expressed written consent of the agency with jurisdiction, except in the event that disciplinary matters are involved, in which case the Local may disclose to their legal representative without such written consent.

The Union does not, hereby, agree to any type of cooperative response beyond "mutual aid" as established by past practice, nor should this be construed as agreement to "supplemental response".

ARTICLE XXI - GENERAL

Section 1 Mutual and Automatic Aid Agreements: The City of Spokane and neighboring Fire Departments have mutual and automatic aid agreements in the event of an emergency. The management for the City has no plans for using any other type of volunteers or college fire students to replace or perform bargaining unit work. Before making any material change in the terms of the CCC and/or mutual or automatic aid agreements, the City will notify the Union that it is changing the agreement(s) and will provide the Union the revised agreement thirty (30) days prior to its implementation. If the Union so requests, the department will commence bargaining concerning any effects of the changes in the agreement(s) on union member's wages, hours and working conditions (to the extent recognized under RCW 41.56).

Section 2 Negotiation Meetings: Negotiation meetings shall be conducted on City time for those members that are on duty during the meeting.

Section 3 Labor-Management Meetings: It is mutually agreed that the negotiating committee for the Union and the City shall conduct regular labor-management meetings for the purpose of resolving problems and discussing issues that may arise. Meetings

shall be conducted quarterly but they may be scheduled more often by mutual agreement.

Section 4 Productivity: It is mutually agreed that the City management and the Union, shall work together to provide the public with efficient and courteous service, to encourage good attendance of employees and to promote a climate of labor relations that will aid in maintaining and improving upon the high level of efficiency in the Spokane Fire Department.

Section 5 Tuition Reimbursement: Within budgeted amount, the City agrees to reimburse the employee for any approved job related course upon satisfactory completion of the said course. The amount of reimbursement shall be the cost to the member for each credit hour of that approved course; the cost of books, laboratory fees, parking and other related fees shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better. In order to qualify for tuition reimbursement, the course must be approved by the Fire Chief and the Human Resources Director before the course is taken. The tuition for any university level class shall not exceed the tuition paid for a class at Washington State University (semester) or Eastern Washington University (quarter).

For all courses that are approved for reimbursement after the effective date of this Agreement, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's exception request shall be reviewed for approval by Fire Administration and the Human Resources Department, and such approval shall not be unreasonably denied.

Section 6 Bulletin Boards: The practice of posting union notices or bulletins on department bulletin boards and the use of the department mail run shall be maintained.

Section 7 Mileage Allowance: The City agrees to pay mileage allowance to members who use their personal vehicles to conduct City business at the same rate as established by City policy.

Section 8 Safety Committee: The City of Spokane and the Union agree to maintain a joint safety committee with equal representation that will meet on a regular basis for the purpose of recommending to management improvements in health and safety of the employees.

Section 9 Indemnification Policy: See Spokane Municipal Code Section 3.07.200,210 and 220. (Recodification Ord. C-33984 Section 1)

Section 10 Disability Appointment: During the first three years of a disability retirement, any retiree, under the normal retirement age, may be considered for rehire in another classification. Prior to certification, their physician shall determine that the retiree's disability will not prevent satisfactory performance in the classification applied for. If a retiree applies for rehire in another classification their promotional evaluation will be the average of the last two Performance Evaluation Reports the department has on file. Following appointment, normal layoff provisions will apply.

Section 11 Observer Programs:

11.1 Authorization: Observers will be authorized as long as they are not allowed to permanently reside in fire stations or engage in actual emergency operations and will be restricted to non-hostile environments. It is not the intent of the City to use observers to replace or perform bargaining unit work. Details of observer programs will be outlined through a mutually agreed to Administrative Order/SOP/Policy.

11.2 Guidelines: The Battalion Chief and the unit officer using the guidelines established in the Administrative Order/SOP/Policy must mutually agree before observers are able to ride on Spokane Fire Department apparatus. Modifications to these guidelines may occur if mutually agreed upon by the Labor-Management Team. Details of the Observer Program are outlined in the mutually agreed to Administrative Order/SOP/Policy.

Section 12 Trained Cadre of Citizens: Create a trained cadre of citizens who will focus on delivering fire and injury prevention messages. These personnel will not perform bargaining unit members' work nor will they supervise any of the same. They will wear approved attire to be defined through the Labor-Management process. Examples of functions may include but not be limited to:

- a. Integrated activities with Block Watch program.
- b. Staffing information booths at fairs and special events.
- c. Integrated activities with the Children's Fire Safety House.
- d. Senior citizen safety education.
- e. Assisting in the copying, assembly, packaging and distribution of safety and injury prevention materials.

Section 13 Lateral Entry Firefighter: The City and the Union agree to jointly recommend to Civil Service changes to allow lateral entry at the firefighter level with the following requirements:

- a. Meet minimum medical and health requirements of LEOFF Retirement System of Washington State.

- b. At application, must be a full time paid member of Fire Department with at least three (3) years experience as a full time paid Firefighter.
- c. Shall have Training equivalent to the Spokane Fire Department recruit school to include SFD training level of EVAP, firefighter II, Haz-Mat Operations, and EMT certifications.
- d. Valid driver's license at appointment.
- e. Pay: While in the "orientation" and on days the member will be paid at the step 2 rate, once assigned to shift work the member will be paid at the step 3 rate, once probation is completed the member will be paid at the top step 5 firefighter without longevity.

The way in which a person is put onto the "qualifying" list is to be determined in Labor-Management before implementation of this agreement.

Section 14 Transfers: Firefighters interested in transferring to a different station shall submit their request in writing (e-mail). The City shall make a good faith effort to accommodate such requests, consistent with staffing levels and operational needs, which will consider skills, experience and seniority.

Section 15 Uniform Clothing / Quartermaster: The City shall provide required articles of uniform clothing for those members required to wear uniforms. The Fire Chief shall designate the uniform and articles of clothing provided by the City.

The City will provide the Department Uniforms listed in the current quartermaster policy. All issued uniforms will bear SFD identification and member name.

15.1 Station Identification: Individual fire stations/dispatch may design a station logo. The design must be approved by the Chief and bear "Spokane Fire Department" text within the concept. The member shall bear the expense of printing the logo onto Department issues t-shirts. The logo will replace the Spokane Fire Department Maltese cross on the left front when applicable.

The station logos may be placed on the rear window of apparatus. The logo shall be located on the driver and officer side rear windows as to not block visibility for members. The cost of the logos printing will be the Station's and mounting onto the apparatus will be the responsibility of the City.

15.2 Union Identification on Uniforms: An IAFF logo will be screen printed on the left sleeve of SFD provided t-shirts and sweatshirts issued through the quartermaster system.

IAFF pins will be allowed to be worn above the name tag on SFD uniform shirts with badge.

An IAFF patch approved by the Union and Chief will be required on Class A uniform coats. The patch will be sewn on and be located on the right shoulder with the same

dimensions and specifications as the SFD Department patch (both patches must be near equal in size).

Section 16 Positions Budgeted at 1%: In 2013 the eight vacant positions that have remained in the budget at 1% are eliminated from the budget.

Section 17 Tobacco Use Restrictions: Effective January 1, 2011, as a condition of initial and continued employment as a uniformed employee or civilian dispatcher at the Spokane Fire Department, all candidates for these positions are required to be non-users of any tobacco products at the time they are employed by the City, and remain non-users throughout the period of employment. For those individuals hired before January 1, 2011, the use of tobacco while at work will continue to be governed by Spokane Fire Department Policy on Smoking and Tobacco Use (1.01.01.04).

Section 18 Wellness: Both parties will jointly develop a Wellness Program that will include the following.

- a. Physical fitness and health assessment - the City will provide annual fitness and health assessment screenings to any member who chooses to participate.
- b. The City will provide counseling and prescribed personal fitness programs for those personnel who choose to participate. All programs are to be developed and administered by a qualified third party and all results will be confidential (the sole property of the member).
- c. Local 29 fully supports a voluntary wellness program and encourages participation by all members.

Section 19 Training Time:

19.1 Department Mandated Training: Department mandated training hours will be compensated at the employee's regular hourly rate and/or overtime, if applicable.

19.2 Department Approved Voluntary Training: Upon request by the employee, the Department may approve additional voluntary training time that is above and beyond what is mandated by the Department. The Department will only consider additional voluntary training requests from employees who have graduated the Academy.

Department approved voluntary training hours will be compensated at 60% of the employee's regular hourly rate. All hours of regular duty, mandatory training, and Department approved voluntary training will be counted as hours worked for determining whether overtime is owed in each cycle. The employee's overtime rate will be the weighted average of all hours worked in the relevant cycle.

Should the Department deny an employee's voluntary training request, the employee may nevertheless decide to attend training on the employee's own time. In that case, the employee acknowledges that such training has not been approved by the Department, is not compensable time, and is not covered by the City's industrial injury insurance.

19.3 Training Shifts: Shift employees will not be moved to day shift for training, unless the training is five or more consecutive days.

Section 20 Voluntary Extra Duty: The Department may provide opportunities for extra duty hours in addition to employees' regular shifts. Extra duty opportunities will typically involve providing an EMS presence at private events, such as local sporting events and Public Facilities District events. This does not cover any extra duty work currently (as of the effective date of this Agreement) being performed, such as, but not limited to, Ped Med and CFSH.

The Department will maintain a list of those employees (who have completed probation) volunteering for extra duty hours, initially ranked by seniority and rotated like the draft list.

Extra duty hours will be compensated at a flat rate of \$25/hour. All hours of regular duty and extra duty will be counted as hours worked for determining whether overtime is owed in each cycle. The employee's overtime rate will be the weighted average of all hours worked in the relevant cycle.

Section 21 Disciplinary Records: Letters of reprimand shall be automatically removed from employee files after two years from the date of the infraction, if the employee has no other documented related discipline within that time period. Lower level counseling records shall be removed after one year, if the employee has no other documented related discipline within that time period. Regardless of whether the disciplinary record has been physically removed, no disciplinary record may be used against an employee after two years, if there has been no other related issue in that time.

Section 22 Contracting Out: In no event shall the City contract or subcontract out for the provisions of any services currently performed by members of the bargaining unit, including, but not limited to, fire suppression, fire inspections, fire investigations, fire public education, civilian dispatch, and all emergency medical services during the term of this Agreement.

Section 23 EMT License: All Local 29 members assigned to Operations are required to maintain an EMT license as a minimum qualification for both initial and continued employment. In the event of a conflict between this Agreement and any Civil Service classification specification, this Agreement shall control.

ARTICLE XXII - SALARY SAVINGS PLAN

The City agrees to offer a voluntary retirement incentive to eligible Local 29 members, under the following terms:

Section 1 Eligibility and Payment Terms:

	Eligibility	Monthly Payment	Duration
LEOFF I	20 years of service and eligible for retirement	\$300	5 years (60 months)
LEOFF II	20 years of service and eligible for retirement	\$500	8 years (96 months)
DISPATCH	20 years of service and eligible for retirement	\$500	8 years (96 months)

The monthly payment will be paid into a VEBA in the member's name. Members will have access to reimbursement from the initial monthly VEBA contribution for eligible expenses incurred on or after the first day of the month following separation. Members will have access to reimbursement from subsequent monthly contributions for eligible expenses incurred on or after the first day of each subsequent month.

Section 2 Limits and Deadlines: There will be ten incentives available per year. The window to apply for one of the ten incentives is January 1 through October 15 of the retirement year, and the deadline to retire is the last day of the last pay period of the retirement year.

Employees must complete and turn in an application form within the above application window in order to be eligible for the incentive. Applicants must meet retirement eligibility requirements under their respective pension plans (i.e., LEOFF I, LEOFF II, SERS).

Local 29 acknowledges and agrees that SAFO members may also apply for the incentive and that the above eligibility limits represent the total number of employees from both Local 29 and SAFO who are eligible for the incentive each year. If the City receives applications from more employees than the number eligible for each calendar year, the incentives will be given to the first ten employees who applied, without regard to whether employees are in Local 29 or SAFO. If an employee does not receive the incentive because the application was not one of the first ten, that employee may be eligible for the incentive in future years.

Section 3 Disqualifications: The intent of this program is for service retirements only. Employees who are receiving L&I disability payments (other than a lump sum settlement), LEOFF I disability, or are on medical layoff/retirement are disqualified from the incentive. If at any time during the incentive payment term, a recipient of the incentive begins receiving L&I payments (other than a lump sum settlement), long term disability through Local 29, or LEOFF I disability, incentive payments under this program will cease.

If an employee applies for the incentive but does not retire by the established deadline, the employee will not be eligible for the incentive in that year or any future year. If an

employee is approved for the benefit but does not retire, the next eligible applicant will receive the incentive.

Section 4 No COLA: The agreed monthly payment amounts will not be subject to any cost of living adjustment.

Section 5 Discontinuation/Reinstatement: The City reserves the right to discontinue the plan on January 1 of any year, with one year advance notice to Local 29. This City has provided such notice that the program will be discontinued following the 2013 retirements. After the program is discontinued, employees who are approved to receive the incentive will continue to receive payments under the terms that were in place at the time that they were approved for the incentive.

The City further reserves the right to reinstate the plan on January 1 of any year.

ARTICLE XXIII - SUPPLEMENTAL AGREEMENTS

Topics relating to maintenance of contract provisions shall be negotiable under this section.

This Agreement may be amended, provided both parties concur. Supplemental agreements thus completed will be signed by the responsible Union and City officials.

Should either party, having been notified of the proposed supplemental language, not respond within thirty days, the proposed language shall be considered acceptable and shall be forwarded to the second party for signature.

Supplemental agreements thus completed shall become a part of the larger Agreement and subject to all its provisions. All supplemental agreements that have not expired by their own terms as of the effective date of this Agreement shall remain a part of this Agreement and any successor Agreement and subject to all of its provisions. Going forward, any supplemental agreement negotiated after the effective date of this Agreement that is not incorporated into the successor Agreement, shall be null and void upon the effective date of the successor Agreement.

ARTICLE XXIV - GRIEVANCE PROCEDURE AND ARBITRATION

Grievances or disputes, which may arise, involving the interpretation of this Agreement shall be settled in the following manner. The grieving party may be the Union, an employee or the City. The matter must be submitted in writing within 30 calendar days after the occurrence or when the facts giving rise to the grievance should have been known, whichever is later.

So that the parties have an opportunity to discuss the matter, the issue shall be scheduled for discussion at a Labor/Management meeting convened for this purpose. In no case shall 30 days pass from the submission of the matter without this meeting being held.

If the matter is not resolved at the meeting, the Union or an employee shall present a grievance as follows:

Step 1: To the Fire Chief for adjustment within seven (7) business days of the Labor/Management meeting where the issue was discussed. The Fire Chief must reply within seven (7) business days from the receipt of the grievance.

Step 2: If the grievance is not settled by the Fire Chief's response, the Union must submit the grievance to the Mayor for adjustment within seven (7) business days of the receipt of the response. The Mayor (or designee) must reply within seven (7) business days of the receipt of the grievance.

Step 3: If the grievance is not settled by the Mayor's (or designee's) response, or in the case of a grievance presented by the City, the matter must be referred to a meeting of the negotiating committee of both parties. The meeting is to be scheduled and should be held within thirty (30) business days. At that meeting all pertinent facts and information will be reviewed in an effort to resolve the matter through conciliation. If no satisfactory solution is reached, the matter shall be submitted to arbitration by either party within sixty (60) days following the submission of the grievance at Step 3.

Step 4: Arbitrator - The City and the Union mutually agree to select an arbitrator to hear grievances. The decision rendered by the arbitrator shall be final and binding on both parties. The arbitrator shall be selected by mutual agreement. If no one can be unanimously selected, the two sides will develop a list of five names each. Each party shall alternately cross off one name until only one remains. Effective January 1, 2008 the City will strike first. Future first strikes will be done on an alternating basis. This person shall then be designated as the arbitrator to hear the grievance.

Step 5: The arbitrator shall hear the case within twenty (20) working days after the case is presented. The arbitrator shall make a written report of his findings to the Union and to the City within fifteen (15) working days after the hearing is concluded. The arbitrator shall follow the rules of the American Arbitration Association. The final decision of the arbitrator shall be implemented as soon as possible, but no later than thirty (30) days after the final decision is rendered. The Arbitrator shall have no authority to amend, alter or modify this Agreement or its terms and shall limit his recommendations solely to the interpretation and application of this Agreement. The above time limits of this provision may be extended by mutual agreement or by order of the arbitrator.

Step 6: Each grievance or dispute will be submitted separately except when the City and the Union mutually agree to have more than one grievance or dispute submitted to the arbitrator.

Step 7: The City and the Union shall bear the expense of the arbitrator. Any party requesting stenographic services shall bear their own expense unless otherwise agreed.

Failure by either party to comply with the time limits set forth shall serve to promote the grievance to the next step of the grievance procedure.

If the grievance is not to be further pursued, the grieving party is to provide written notice of such to the other party.

Time limits as specified may be extended by mutual agreement of the two parties.

A “business day” shall exclude weekends, holidays, and, for the Chairperson of the Union Grievance Committee, scheduled shifts.

APPENDIX A - PAY SCHEDULE

Effective first pay period of 2016

Section 1 Firefighter Salary Plan:

Recruit School (Step 1)	50%
Probationary (Step 2, Upon completion of Recruit School-remainder of 1 st yr)	66%
At 1 yr Anniversary (Step 3)	77%
At 2 yr Anniversary (Step 4)	88.5%
At 3 yr Anniversary (Step 5 – no Longevity, top step FF, hourly wage)	100%
At 5 yr Anniversary	102%
At 10 yr Anniversary	104%
At 15 yr Anniversary	106%
At 20 yr Anniversary	108%
At 25 yr Anniversary	110%
At 30 yr Anniversary	112%
At 35 yr Anniversary	114%

2016 Top Step FF hourly rate:

08 Hour – \$37.98
24 Hour – \$32.92

2017 Top Step FF hourly rate:

08 Hour – \$38.74
24 Hour – \$33.58

2018 Top Step FF hourly rate:

08 Hour -- \$39.32
24 Hour -- \$34.08

2019 Top Step FF hourly rate:

0% - 3% increase based on CPI

1.1 Promotional Increases:

Fire Equipment Operator	6.1%
Fire Lieutenant, Deputy Fire Marshal	16.8%
Fire Captain, Training Capt., Asst. Fire Marshal	33.5%

1.2 Add to Pay:

Paramedic	13%
Special Operations Team on assignment	1%
Special Operations Team after technician certification or 1 year	2%
Special Operations Team after specialist certification or 2 years	5%

1.3 Deputy Fire Marshal Certifications:

Pass Fire Inspector I Test (& obtain Certification)	\$2,500
Pass Fire Inspector II Test (& obtain Certification)	5%

1.4 Investigators:

Full-time	14%
Trainee	2.5%

1.5 Additional duties:

	Member(s) in charge	Worker(s)
Air room	1.2%	3.8%
Tarp room	4.0% (1)	3.5% (4)
EMS Supplies	6.0%	1.8%
Ped Med	2.4%	
Rope	2.3%	

1.6 Base Pay: Base pay is equal to Firefighter Salary Plan pay (including longevity), plus promotional pay, add to pay, and experience pay.

1.7 Pay Estimates:

Annual: 24 hour employee = hourly rate times 2409
8 hour employee = hourly rate times 2088

Monthly: Annual divided by 12

Bi-weekly: Annual divided by 26.1 or;
24 hour employee = hourly rate times 92.3
8 hour employee = hourly rate times 80.0

*All percentages are of the 3rd yr anniversary (Grade 265, Step 1)

Example: 10 yr Lt, Medic, Tarp Room (member in charge)

10 yr. Longevity	104%
Lieutenant	16.8%
Medic	13.0%
Tarp Room (in charge)	3.6%
Total	137.4% times Top Step FF (Step 5 no longevity)

2013 Top Step FF (8 hr) = \$36.61 x 137.4% = \$50.30

2013 Top Step FF (24hr) = \$31.74 x 137.4% = \$43.61

Section 2 Dispatcher Salary Plans:

Fire Communications Specialist and Firefighter Dispatcher hired after 05/11/02

Step 1 – Entry Level	100%
Step 2 – after 6 months of service	110%
Step 3 – after 1 year of service	120.5%
Step 4 – after 2 years of service	130.5%
Step 5 – after 3 years of service	143.5%
Step 6 – after 4 years of service	163%
Step 7 – after 5 years of service	170.5%
Step 8 – after 6 years of service	179.5%
Step 11 – after 10 years of service	183.5%
Step 16 – after 15 years of service	187.0%
Step 21 – after 20 years of service	191.0%
Step 26 – after 25 years of service	195.0%
Step 31 – after 30 years of service	198.5%

Step 36 – after 35 years of service 202.5%

2016 Entry Level Dispatch:

24 Hour – \$17.13

08 Hour – \$19.85

2017 Entry Level Dispatch:

24 Hour – \$17.47

08 Hour – \$20.25

2018 Entry Level Dispatch:

24 Hour -- \$17.73

08 Hour -- \$20.55

2019 Entry Level Dispatch:

0% - 3% based on CPI

Fire Comm. Center Shift Supervisor – Uniform – Longevity increases at 25, 30 and 35 years only:

Step 1 – Entry Step

Step 2 – after 1 year of service 101.70%

Step 3 – after 2 years of service 103.40%

Step 4 – after 3 years of service 105.10%

@ 25 yrs longevity add 1.6%

@ 30 yrs longevity add additional 1.6% (3.2% total longevity)

@ 35 yrs longevity add additional 1.6% (4.8% total longevity)

Entry Step amount is basis for all multipliers.

2016 Entry Step = \$39.07/hour (24hr)

2017 Entry Step = \$39.85/hour (24hr)

2018 Entry Step = \$40.45/hour (24hr)

2019 Entry Step – based on CPI (0% - 3%)

Example #1: Step 2, 30 years longevity

Entry Step - $\$37.66 \times (101.7\% + 3.2\%)$ or $\$37.66 \times 104.9\% = \39.51

Example #2: Step 4, 25 years longevity

Entry Step - $\$37.66 \times (105.1\% + 1.6\%)$ or $\$37.66 \times 106.7\% = \40.18

Fire Comm Shift Supervisor – Civilian:

Step 1 – Entry Step 100%

Step 2 – after 6 months of service 111%

Step 3 – after 1 year of service 122%

Step 4 – after 2 years of service 126%

Step 5 – after 3 years of service 128%

Step 6 – after 4 years of service 130%

Step 7 – after 5 years of service	132%
Step 8 – after 6 years of service	135%
Step 26 – after 25 years of service	137%
Step 31 – after 30 years of service	139%
Step 36 – after 35 years of service	141%

2016 Entry Step:

24 Hour - \$30.41
08 Hour - \$35.26

2017 Entry Step:

24 Hour - \$31.02
08 Hour - \$35.97

2018 Entry Step:

24 Hour -- \$31.49
08 Hour -- \$36.51

2019 Entry Step

Based on CPI (0% - 3%)

Assistant Combined Communication Manager:

Step 1 – Entry Step	100%
Step 2 – after 6 months of service	101%
Step 3 – after 1 year of service	103%
Step 4 – after 2 years of service	104%
Step 26 – after 25 years of service	106%
Step 31 – after 30 years of service	107%
Step 36 – after 35 years of service	109%

2016 Entry Step:

08 Hour - \$51.61

2017 Entry Step:

08 Hour - \$52.64

2018 Entry Step:

08 Hour -- \$53.43

2019 Entry Step

Based on CPI (0% - 3%)

2.1 Pay Estimates:

Annual: 24 hour employee = hourly rate times 2419
8 hour employee = hourly rate times 2088

Monthly: Annual divided by 12 or;
24 hour employee = hourly rate time 201.58

Bi-weekly: Annual divided by 26.1 or;

24 hour employee = hourly rate times 92.68
8 hour employee = hourly rate times 80.0

APPENDIX B - MEDICAL INSURANCE

Agreement

Between Spokane Firefighters and the City of Spokane regarding the
Spokane Fire Fighters (Local 29) Benefit Trust

The City of Spokane (“City”) and IAFF Local 29 (“Union”) enter into the following agreement (the “Agreement”) concerning health care coverage for bargaining unit employees, their spouses, qualified domestic partners, and dependents. It is the goal of the parties that this agreement will provide a long-term framework for bargaining unit health care coverage. Through this agreement, the parties seek to 1.) meet the welfare benefit health care needs of employees, their spouses, qualified domestic partners, and dependents; 2.) provide greater collective consumer choice, control, and accountability; 3.) participate in a plan that is financially stable and in compliance with all applicable state and federal regulations.

I. Coverage and the Provider

- A. The Union created the trust (the “Trust”) effective January 1, 2013, with the Trustees determined by the Union. All City health contributions (the “Trust Contributions”) will be made to the Trust.
- B. All of the Trust Contributions made by the City will be contributed to the Trust, and will be used only for the purpose of providing health care and other benefits that are permitted under the rules and regulations of the Internal Revenue Service adopted pursuant to Code Section 501(c)(9) (“Health Care Benefits”). The Trust will give notice to the City within 60 days of implementation if any Trust Contributions from the City are used for purposes other than benefits that are generally exempt from income and payroll taxes, but that may otherwise be permitted under Code Section 501(c)(9).

The primary purpose of establishing the Trust is to fund health and welfare benefits to members, their spouses, qualified domestic partners, and dependents. The City recognizes that the Trust will incur administrative expenses, including broker fees, related to providing such coverage, and the Trust Agreement allows the Trust assets to be used for such purposes. The Trust will contract with a licensed third party administrator (“TPA”), as may be needed, to administer the Trust, which may include the payment of claims. Upon request, the Trustees will provide the City with a copy of the Trust’s annual audit (or other financial statement in the event that an audit is not required under ERISA), which shows that monies have been used for these purposes, and that all expenditures were made for the purpose of providing Health Care Benefits.

- C. All health plan decisions, including but not limited to, the level of coverage, who is covered, and the amount to be paid by employees, their spouses, qualified domestic partners, and dependents, will be made by the Trust. It is agreed that the City is not taking any claims risk, and the sole responsibility of the City is to pay the required Trust Contributions. All decisions related to the health and welfare benefits for the Union will be made by the Trust.
- D. The Trust, either directly or through its advisors, is expected to: (1) put in place a contract for either a fully insured medical plan or suitable stop loss insurance if self-insured plan is developed; (2) contract with a qualified professional to determine appropriate reserves; (3) contract for fiduciary liability and/or errors and omissions insurance in an amount as reasonably determined by the Trustees; (4) put in place a fidelity bond covering all persons who handle plan assets.

II. Trust Contributions

A. Amount of Contributions

The City shall contribute the amounts described in Article XIX – Insurance of the Collective Bargaining Agreement to the Trust to provide such combination of health and welfare benefits as the Trustees may determine, which may include medical, dental, vision, VEBA/HRA, Life Insurance/AD&D, or other welfare benefits permitted under Code Section 501(c)(9).

The City shall facilitate a payroll deduction for LTD premiums on an after-tax basis so that such benefits can be provided to bargaining unit members, and remit such contributions to the Trust on a monthly basis.

- B. All Trust Contributions must be made to the Trust by the 25th day of the month or three days after the second pay day of each month, whichever is later, for the following month's coverage. Trust Contributions will be made for each Local 29 represented employee that is on the payroll (and not in an unpaid leave of absence status) as of the first of that month. Upon request of the Trust, the City agrees to facilitate an electronic or wire transfer of these funds to the Trust to expedite their delivery to the Trust.

An employee becomes eligible for medical on the 1st day of the month following date of hire. Upon return from layoff, medical leave, or military leave, eligibility begins the 1st day of the month following the return.

- C. If the City is delinquent in submitting contributions to the Trust, the City shall pay the Trust interest at a rate of 12% (twelve percent) per annum.
- D. In the event the Trust determines that employee contributions to health care coverage are required the City will make deductions from payroll upon request. Where required, written authorization from employees to allow for a pre-tax deduction pursuant to a cafeteria plan under Code Section 125 will be provided to the City prior to the time deductions are made. The parties will determine a procedure that

facilitates this process, allows for pre-tax deductions where appropriate, and minimizes the administrative burden on the City.

III. Operational Coordination

- A. The switch to the Trust-based plan was made effective January 2013.
- B. The parties acknowledge that Trust was formed under Code Section 501(c)(9) and will be treated as a “union sponsored” benefit plan that is generally regulated under ERISA. The IRS has issued a formal determination letter confirming that the Trust is a tax-exempt entity. On-going regulatory oversight will be provided by the U.S. Department of Labor under authority granted by Title I of ERISA.
- C. If any City employee transfers from a non-covered position, to one covered by this Collective Bargaining Agreement, standard “transition” rules applicable in the insurance industry when an employee changes from one health plan to another will apply. All services incurred on or after the Transition Date will be the responsibility of the new plan.
- D. Bargaining unit employees/dependents (or former bargaining unit employees/dependents) on COBRA coverage (offered pursuant to federal requirements) as of the Transition Date were moved to the new plan. The Trust has ongoing responsibility for all COBRA coverage (pursuant to federal requirements) initiated on or after the Transition Date.
- E. The City and the Trust will work together to determine how best to ensure a smooth and orderly operation of the Trust. This will include notification concerning a change in an employee’s eligibility status (termination of employment, going on a leave, etc.), determination of who will answer employee questions, and how best to explain coverage to new employees. Unless otherwise agreed, these tasks will be the responsibility of the Trust, the TPA, and/or the broker hired by the Trust.
- F. The Trust and the City will work together to provide to the employee and the taxing authorities appropriate tax reporting forms for any employees receiving benefits that are considered taxable or for developing procedures that allow the value of such Trust-based medical coverage to be reported on IRS Form W-2 for participating employees. Where feasible, the City will report the value of any Trust provided coverage as part of its payroll reporting process, based on information provided by the Trust.

If on-going reporting by the City is not feasible, and the Trust files quarterly federal tax returns for any related payroll taxes, the City shall fund the “employer” portion of any required payroll taxes (e.g. employer share of Medicare) associated with taxable medical, dental, and vision benefits, including those that may be payable with respect to a domestic partner coverage. In no event, will the City be responsible for any required payroll taxes beyond what the City is currently responsible for. The Trust shall separately bill the City for any such payroll taxes that may be due.

The Trust and the City will coordinate, as necessary and appropriate, in complying with the IRS Form 1095-B & 1095-C filing requirements (or any such similar reporting items that may apply in the future).

IV. Legal

- A. In the event of any penalties, surcharges or taxes imposed upon the City that are directly related to the provision of Health Care Benefits under this Agreement (such as through PPACA), either the Trust will pay the penalty, surcharge or tax directly, or the City will pay and deduct that amount (other than the employer portion of any required payroll taxes as referenced in III.F.) from the Trust Contributions due the following month (or months).
- B. To the extent necessary, the Trust and the City will coordinate on any limitations applicable to bargaining unit members under the City's FSA to avoid the imposition of the Cadillac Tax on such benefits.
- C. The Trust will comply with all applicable state and federal laws. Without limiting the foregoing, this includes the Washington State Privacy Act, HIPPA, COBRA, and PPACA.
- D. The City is not responsible (including fiduciary responsibility) for any of the actions of the Trust. The Trust will defend, indemnify and hold harmless the City from any and all liability that relates in any way to the operation of the Trust or providing Health Care Benefits to employees, their spouses, qualified domestic partners, and dependents. Without limiting the foregoing, the Trust will defend, indemnify and hold harmless the City from any and all liability relating to claims that are the responsibility of the Trust. In the event the Trust has insufficient assets to perform its obligations under this Agreement, the Union will defend, indemnify and hold harmless the City from any and all liability relating to the operation of the Trust.
- E. Within ten (10) days of the creation of the Trust, and following its first formal Trust meeting, the Union provided the City with written documentation signed by a Trust officer with authority to bind the Trust, confirming that the Trust will comply with and be bound by the provisions of this Agreement and administer Trust Contributions in accordance with the Trust Agreement. A copy of the Trust Agreement has been provided to the City.

V. Information

- A. The City will be provided with a copy of an annual audit (if required) within one hundred fifty (150) days of the end of each fiscal year of the Trust or within 30 days after such audit is filed with the U.S. Department of Labor as part of the Trust's annual Form 5500 filing.
- B. The Union will provide the City with sufficient information to bargain concerning the ongoing operation of the Trust, consistent with RCW 41.56.

VI. Dispute Resolution

- A. The parties will utilize binding arbitration in order to resolve any dispute between the Union and/or the Trust and the City concerning the terms and provisions of this agreement. In the event of such a dispute, the parties will first attempt to mutually agree upon an arbitrator. In the event no agreement is reached, the arbitration provisions contained in the bargaining agreement will be utilized to select the arbitrator. In any arbitration, the arbitration provisions of the bargaining agreement will be utilized to conduct the arbitration.

VII. Miscellaneous

- A. The City and the Trust (or its authorized agents or advisors) will work together in good faith to develop a strategy for communicating with employees concerning the transition and plan administration, as well as the exchange of information necessary on an ongoing basis.

APPENDIX C – TRADE TIME

MEMORANDUM OF UNDERSTANDING

Between

CITY OF SPOKANE and IAFF LOCAL 29

SUBJECT: Trade Time

The City of Spokane and Local 29 mutually agree to the following terms regarding Trade Time. This MOU supersedes all prior contracts and agreements regarding Trade Time.

I. Trade Time

- A. Suspension of trade time privileges may result for those who do not comply with these provisions. (It is not the intent to suspend trade time for initial minor violations but for repeat or substantial violations.)
- B. All trades must stand on their own merit, meaning it may not cost the department any out of class, out of grade, overtime, or other costs when the trade is approved.
- C. Station Officers and Battalion Chiefs must consider the overall strength of the crew and shift when making the decision to approve or disapprove a trade. Trade times may be denied for cause.
- D. Personnel working the trade time must be qualified (not necessarily the same rank) to work in the position of the person with whom they are trading. "Qualified" pertains to these skills: FEO (driving), Officer (riding the seat), and Paramedic. Such skills as specialty team skills, second driver etc. will not be included in the definition of qualified for purpose of trading time.
- E. Debit day and draft trades have no rank/training requirements (except when drafting for specific skill, i.e. Paramedic).
- F. In multiple apparatus stations, officers on the same shift may swap apparatus positions (assuming the apparatus officer responsibilities for that apparatus) prior to making a trade with a non-officer. Trading officers must contact their Battalion Chief to make the swap in Telestaff prior to entering any other trades.
- G. Personnel trading time must assume all responsibilities of the position traded into, including training, company surveys, apparatus and equipment maintenance, and station duties and reports, except on debit day trades.
- H. The two members involved in the trade enter into a contract (documented in TeleStaff). The person working the trade will assume responsibility for the shift agreed to work. Should he/she not show up to work the trade, he/she (and not the person trading off) will be charged the deduct. **NOTE: Trade times must be entered into Telestaff at least one shift before the trade.**

- I. Persons trading time may be required to arrange for makeup, on-duty, of any missed drills or training sessions. If the drill is mandatory, the person trading time will be required to arrange for a makeup drill on-duty.
- J. All needed trade time approvals, except in the case of emergency, must be obtained prior to the trade. Emergency trades must be submitted to their Battalion Chief for approval.
- K. Trade times up to two consecutive shifts will be submitted for approval by the Company Officer under the direction of his/her Battalion Chief.
- L. Trade times of three consecutive shifts will be submitted to their Battalion Chief for approval.
- M. Trade times over three consecutive shifts must additionally be submitted to the Deputy Chief of Operations for approval.
- N. For the purposes of trade time approval, consecutive shifts shall include only consecutive trade times. If vacation or any other absence falls between trade times, it will interrupt the number of "consecutive" trade times (e.g. you have a trade, one vacation shift, and another trade time arranged, which means you will be absent for 3 shifts in a row. Approval, in this case, will be by the Station Officer for each of the two non-consecutive trades). Convenience, or flip-flop, trades within a 48 hour period will not be included in consecutive shifts off, but must meet all trade time requirements.
- O. No member shall work more than 72 consecutive hours, voluntarily or forced. A member will not be removed from the draft list if accepting a draft would cause them to be over the 72 hour limit. The member shall send an email to the Operations Chief requesting reinstatement to the draft list, which must be made before the end of the member's next duty shift. Reinstatement to the draft list will occur as soon as the IMS division makes the change to the program (may be delayed on weekends).
- P. All benefits due a member while on-duty will apply whenever the member is working a scheduled trade time or exchange day. For example, a member who has traded on may call in injured or sick and receive sick/disability leave for the traded shift. **Note:** For those special leaves that are limited to a specific number of shifts (such as paternity or bereavement), any shift off granted while the member is working a trade during that special leave period will be considered as one shift out of the limited number allowed.
- Q. Only the members involved in the trade may cancel trades, and only if there is mutual consent of the members involved in the trade. Their Battalion Chief must be notified prior to the trade being officially canceled. The Battalion Chief may be contacted by phone, e-mail, or by contacting dispatch and leaving the member's name and contact number. The Battalion Chief will confirm with dispatch all trades that have been canceled.
- R. No member will be allowed to trade on/off beyond a negative or positive balance of more than 10 shifts (240 hrs) of unaccounted for trades. These limits will apply for

each year, and all hours will zero out on January 1 of each year. Trades for Union Business will be exempt from the 10-shift cap. If the limit is exceeded that specific trade time (TTW or TTO) is suspended until the hour differential is reduced to 200 hours.

- S. Any member working for another member (Trade Time On) and is required by Administration to work in a higher classified position than the position traded into, such as a Fire Equipment Operator, Paramedic or an Officer, shall receive out-of-class pay under the provisions of the Collective Bargaining Agreement.

II. Paramedic Trades

Along with the requirements in Section I, once certified and able to perform the duties of a paramedic, a member must follow the steps below to obtain a trade time. In order to trade, personnel understand and agree that at shift change the member will wait to be relieved by an on-coming member who is paramedic certified.

- A. Trade with another paramedic.

If unable to meet Section 'A' above; then Section 'B' below can be used.

- B. Follow all above requirements, but trade with a non-medic. Non-Medic trades must be pre-approved by their Battalion Chief. The department may deny the trade if the number of paramedics per shift would be less than the number of ALS apparatus.

III. Dispatch Personnel

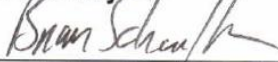
Dispatchers may not trade so that they are responsible for greater than a 36 hour shift.

IV. Probationary Members

Probationary members may not trade. The Fire Chief can make a case by case exception for this in emergencies. Probationary members are not permitted to utilize any current exchange day rules.

DATED this 22nd day of April, 2013.


For the City:



Brian Schaeffer, Asst. Fire Chief

 4-24-13

Heather Lowe, HR Director


 4/24/13

Erin Jacobson, Asst. City Attorney
Approved as to Form


For Local 29:



Don Waller, President



John Goodman, Vice-President



Thad Frater, Secretary-Treasurer

SIGNATURE PAGE

DATED THIS 4th DAY OF May, 2016.

For The City:

David A. Condon
David A. Condon, Mayor

Theresa M. Sanders
Theresa M. Sanders, City Administrator

Bobby Williams
Bobby Williams, Fire Chief

Heather L. Lowe
Heather L. Lowe, Human Resources Director

Brian Schaeffer
Brian Schaeffer, Assistant Fire Chief

Meghann Steinolfson
Meghann Steinolfson, Sr. HR Analyst

Terri Pfister
Terri Pfister, City Clerk

APPROVED AS TO FORM:

Erin A. Jacobson
Erin A. Jacobson, Assistant City Attorney

