


**Agenda Sheet for City Council Meeting of:**

08/28/2023

**Date Rec'd**

8/15/2023

**Clerk's File #**

OPR 2023-0850

**Renews #****Submitting Dept**

FIRE

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**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

SAFO TENTATIVE AGREEMENT

**Agenda Wording**

SPOKANE FIRE DEPARTMENT - LOCAL 29 SAFO BARGAINING UNIT TENTATIVE AGREEMENT

**Summary (Background)**

Four-year Agreement beginning January 1, 2021.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

SCHAEFFER, BRIAN

**Study Session\Other**

Exec. Session 6/29/23

**Division Director**

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Approved by Spokane City Council  
on: 8/28/2023

City Clerk

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**SPOKANE FIRE DEPARTMENT – LOCAL 29 SAFO BARGAINING UNIT  
TENTATIVE AGREEMENT**

**STRATEGIC PRIORITIES GOING INTO BARGAINING:**

- **Succession Planning/Recruitment/Retention**
  - **Cost Savings**
- **Contract Alignment (L29/SAFO)/Contract Cleanup (SAFO)**

The following memorializes a Tentative Agreement (TA), which constitutes a full and complete settlement of the negotiations for a replacement four-year contract commencing January 1, 2021. The TA is subject to ratification by the Local 29 SAFO membership and the Spokane City Council. Should either party fail to approve the TA, the parties will revert to their last formal offers and resume negotiations.

**1. Succession Planning/Recruitment/Retention**

**1.1. Remove Fire Marshal from SAFO bargaining unit, promote to vacant Deputy Chief position**

- 1.1.1. Current supervisory oversight & work responsibilities conducive to deputy chief role
- 1.1.2. Replace SAFO Division Chief position with newly negotiated Staff BC

**1.2. Align 40hr/wk. SAFO members vacation accrual with L29 current CBA language**

- 1.2.1. Assist with future recruitment

**1.3. Allow executive chief group to join SFFBU Health Trust**

- 1.3.1. Encourages internal succession/promotion to executive chief level

**2. Fiscal Impact (Savings/Costs)**

**2.1. Eliminate Call Back Response Chief Plan - Article XIX Section 7**

- 2.1.1. Approximate \$60,000/year savings
- 2.1.2. Executive Chief group retains call back coverage needs

**2.2. Eliminate one (1) floating holiday**

- 2.2.1. Align 40-hour SAFO member holiday list to meet current officially designated holidays (SFFBU CBA alignment)

**2.3. Reduce BC probationary mentoring term to three (3) months**

- 2.3.1. Values probationary time as intended. BC academy will be held at minimum every 3<sup>rd</sup> year
- 2.3.2. If no BC academy has been conducted at the time of a promotion, the mentoring would revert to 6 months
- 2.3.3. Reduces OT and mentoring burden to SAFO group

**2.4. OT reduction - Doubling of pay codes disallowed**

- 2.4.1. OT on vacation, OT on trades, etc,
- 2.4.2. SAFO remains within current FLSA procedures and practices
- 2.4.3. Aligns with L29 current CBA overtime reduction practices

**2.5. Allow captain(s) to work out of class (OOC) as battalion chief**

- 2.5.1. Provides growth opportunity for captain work group
  - 2.5.2. Up to four (4) captains from current BC promotional list allowed to work out of class as acting BC
-

2.5.3. Captains must have completed current BC academy and 3-month mentor term. Qualifications expire after 2 consecutive promotional lists.

2.5.4. Captains paid at captain rate during academy and mentoring. Paid OOC (currently 19% per current contract rate) for actual shifts worked as a BC

2.5.5. Current BCs allowed right of first refusal to shift

## **2.6. Article XXIII – Pay adjustments**

2.6.1. Section 2 – Pay Scale – Beginning January 2024 Changes Division Chief (Now called Staff Battalion Chief) pay from 21% above captain to 26% above captain

2.6.2. Section 3 – Step Increases –

2.6.2.1. Codifies MOU 2018-15 (SAFO) Section 2.e. – 9.5% increase for battalion chief upon promotion, 9.5% increase upon successful completion of 6-month probation

2.6.2.2. Along with above item 2.6.1 (increase to 26% above captain), codifies MOU 2018-15 (SAFO) Section 2.e. – 10.5% (now 13%) increase for division chief (staff battalion chief) upon promotion, 10.5% (now 13%) increase upon successful completion of 6-month probation

2.6.2.3. Codifies MOU 2018-15 (SAFO) Section 2.b, c & d. – SAFO members that are qualified WA State Certified Paramedics shall receive 6% of Step 40, Grade 482 battalion chief add to pay if the credentials are maintained. SAFO members possessing at the minimum a BS/BA or higher from a Nationally Accredited Institution will receive a 6% of Step 40, Grade 482 battalion chief add to pay. The add to pay will be paid bi-weekly. There shall be no stacking of incentives for paramedic and/or education add to pays.

2.6.2.4. Codifies MOU 2018-15 (SAFO) Section 2.f. – City agrees to continue to reimburse SAFO members for tuition reimbursement and approve all classes to meet the incentive, subject to notification, WSU tuition limitation, and passing the course with a C or better.

## **2.7. Annual Sick Leave Buyback**

2.7.1. Sick leave hours will continue to accrue beyond the annual maximums at the standard accumulation rate. On December 31<sup>st</sup>, the city shall buy back from the employee all hours accrued above the maximums at 50% of the employee's base pay rate to include longevity and add to pays. The amount will be paid out on the employee's 3<sup>rd</sup> paycheck of the new fiscal year.

2.7.1.1. 40-hour (Day) employees – above 1044 hours

2.7.1.2. 24-hour employees – above 1248 hours

## **3. General Items, Contract Alignment (L29/SAFO) & Contract cleanup (SAFO)**

### **3.1. Holidays**

3.1.1. 24-hour SAFO members shall be paid for hours worked on the actual calendar day.

3.1.2. Christmas Eve shall be added to holiday list for 24-hour SAFO members (aligns with SFFBU CBA)

### **3.2. EMT License**

3.2.1. Align with SFFBU CBA Article XX, Section 22

### **3.3. Training Pay**

3.3.1. Align with SFFBU CBA Article XX, Section 18.2

### **3.4. Salary Savings Plan**

3.4.1. Codify changes to Article XXIV (current SAFO CBA) Section 2 as follows:

3.4.1.1. One incentive per year will be made available exclusive to SAFO members. SAFO members have from January 1 – January 31 to apply.

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- 3.4.2.If multiple SAFO members apply for the incentive, it will be awarded to the highest seniority member. Should no SAFO member apply for the SSP by January 31, the incentive shall be available for offer to SFFBU members from February 1st to February 28<sup>th</sup>.

3.4.3.MOU forthcoming to SFFBU CBA to align language/dates

### **3.5. Deferred Compensation Plan**

3.5.1.Align with SFFBU CBA Article XVII Section 15

3.5.2.Christmas Eve shall be added to holiday list for 24-hour SAFO members (aligns with SFFBU CBA)

### **3.6. Debit Day Elimination**

3.6.1.Effective January 1, 2023 debit hours are reduced from 228 to 216.

3.6.2.Effective upon ratification, the City will continue to not pay OT for the 30-minute shift debrief

3.6.3.Effective January 1, 2024 debit days are eliminated as aligned with SFFBU contract as a 42 hour work week.

3.6.3.1.All approved hours worked outside of the normal schedule for SAFO members will be compensated as OT unless specially stated otherwise in CBA (comp time, voluntary training pay, etc.)

### **3.7. Current SAFO CBA changes**

3.7.1.Article X – Vacation Allowance

3.7.1.1.Section 1 – Vacation Allowance

3.7.1.1.1.40-hour employee accrual changes

3.7.1.1.1.1.Hire – 11 years – 154 hours

3.7.1.1.1.2.Year 12 – 162 hours

3.7.1.1.1.3.Year 13 – 170 hours

3.7.1.1.1.4.Year 14 – 178 hours

3.7.1.1.1.5.Year 15 – 19 – 186 hours

3.7.1.1.1.6.Year 20+ - 226 hours

3.7.1.2.Section 2 – Paragraph 3 –

3.7.1.2.1.SAFO will no longer have the option to have this vacation cash out be paid to VEBA. Two option only will apply

3.7.1.2.1.1.Payout in cash on final paycheck

3.7.1.2.1.2.Payout into an established deferred comp plan up to the IRS limit

3.7.2.Article XVI – General

3.7.2.1.Section 8 – Post Accident Drug Testing

3.7.2.1.1.eliminate in entirety. City policy on drug testing applies broadly to all city employees including SAFO members. Reasonable Suspicion remains in place.

3.7.3.Attachment A – Insurance

3.7.3.1.L29 agrees to request that SFFBT allow all executive chiefs to have health care coverage with the SFFBT health plan

3.7.3.2.Retain attachment with the following updates: 2021 \$2200, 2022 - \$2289, 2023 - \$2379, 2024 - \$2474 to align with SFFBU CONTRACT.

3.7.4.Attachment B – Reorganization

3.7.4.1.Language to include the IMSM reclassified to EMS Staff Battalion Chief with agreement on open and promotional entry language. (Pending Civil Service approval) Renames current Division

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Chiefs to Staff Battalion Chiefs. Reclassifies the current Fire Marshal Division Chief to a Deputy Chief rank

3.7.4.2.The City agrees to keeping the staff battalion chief positions internal/promotional **only** if there are at least three (3) qualified candidates on the list as determined by Fire Administration, otherwise it becomes an open and promotional recruitment. All Deputy Chief recruitments will remain the same current process except for Deputy Fire Marshall where the number of qualified internal candidates will fall to a minimum of 2 instead of 3.

3.7.5.Attachment C – Administrative Battalion Chief MOU

3.7.5.1.removed from CBA

**3.8. Align with SFFBU CBA**

3.8.1.Article III – Union Security

3.8.1.1.Section 1 – Collective Support

3.8.1.2.Section 2 – Union Membership Obligations

3.8.2.Article XV – Holidays

3.8.2.1.Section 1.3 – Holidays on Scheduled Days Off – This also codifies MOU 2017-7

3.8.3.Article XIV – Vacation Allowance

3.8.3.1.Section 4 – a - c

3.8.4.Article XVI Illness and Specialty Leaves

3.8.4.1.Section 5.2 – PFML Supplemental Benefits

3.8.4.2.Section 7 - Release for Union Business

3.8.4.3.Section 8 - Funeral bereavement

3.8.4.4.Section 9 – Military Leave

3.8.4.5.Section 11 – Emergency Leave

3.8.4.6.Section 12 – Administrative Leave

3.8.4.7.Section 16 – Parental Leave (replacing paternity leave)

3.8.5.Article XVII – Salary Computations/compensations

3.8.5.1.Section 1 – Regular hourly rate

3.8.6.Article XX General

3.8.6.1.Section 26 – Promotions. This also codifies SA 2021-2 section 4 of the SAFO Promotion Date Grievance Resolution

3.8.7.Article XXIII - Grievance Procedure and Arbitration

**3.9. Overall collaborative and mutually agreed upon CBA language clean up**

3.9.1.Eliminate MOU 2021-8 – Discussion continues on future probationary process

3.9.2.MOU 2021-11 & MOU 2021-14 – Battalion Chief Exam

3.9.2.1.CBA language will reference the developing 'Promotional Workbook'

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*AGREEMENT BETWEEN*

*The City of Spokane &  
IAFF Local 29 Spokane Area Fire Officers (SAFO)*



**2021-2024**

# **AGREEMENT**

**Between  
The City of Spokane  
and  
IAFF Local 29 Spokane Area Fire Officers  
(SAFO)  
2021-2024**

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# **AGREEMENT**

**Between**

**THE CITY OF SPOKANE  
and  
IAFF LOCAL 29 SPOKANE AREA FIRE OFFICERS (SAFO)**

**2021-2024**

## **PREAMBLE**

This Agreement is entered into by the City of Spokane, hereinafter referred to as the "City," and the Spokane Area Fire Officers, hereinafter referred to as "SAFO." It is the purpose of this agreement to achieve and maintain harmonious relations between the City and SAFO and provide for equitable and peaceful adjustment of differences.

## **ARTICLE I - TERMS OF AGREEMENT AND NEGOTIATIONS**

This Agreement shall become effective on the 1<sup>st</sup> day of January 2021, and shall continue in full force and effect through December 31, 2024. Negotiations for renewal of this Agreement shall commence not earlier than April 1<sup>st</sup>, 2024. Either party may initiate negotiations by written notice to the other party.

## **ARTICLE II - RECOGNITION**

The City recognizes SAFO as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the following employees in the Fire Department: Battalion Chiefs, Division Chiefs and other members of SAFO.

## **ARTICLE III - UNION SECURITY**

### Section 1 Collective Support:

The union believes dues are necessary for the maintenance of the bargaining unit, ensuring enforcement of this Agreement, and the financial stability of the Union to

continue to improve wages and working conditions generally. The Union believes that financial support of the Union is fair, necessary, and integral to the success of this Agreement.

The Union agrees to indemnify and save the City harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The city will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article.

Section 2 Union Membership Obligations:

- a. Employees may choose to become a member of the Union at any time. All employees covered by this Agreement who opt to become members of the Union shall remain members in good standing unless they submit written documentation indicating their decision to opt out of the Union and cease dues and/or deductions as set forth in section 2(c) below.
- b. The above option to apply for Union membership and/or maintain Union membership shall be satisfied by the following:
  1. An offer by the employee to pay the regular initiation fee and regular dues uniformly required by the Union of its members; and
  2. Submitting a signed Union dues authorization card to the employer.
- c. An employee may resign from union membership by submitting a written resignation to the Union. If the resignation is submitted, within five (5) days of receipt of a timely written resignation, the Union will notify the Employer to cease monthly deductions for that employee. Resignations submitted only to the Employer will not be considered valid and will not operate to terminate dues deductions.

## **ARTICLE IV – 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 and implement such policies and procedures in such areas on a unilateral basis, and such decisions shall not be subject to the grievance procedure. This does not preclude SAFO from bargaining the effects of any said policies and procedures.

## **ARTICLE V - 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 SAFO 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. 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 VI - DEPARTMENT RULES AND REGULATIONS**

SAFO agrees that its members shall comply in full with Fire Department rules and regulations, including those relating to conduct and work performance. The City agrees that departmental rules and regulations and working conditions shall be subject to the grievance procedure.

**Section 1 - Code of Ethics:** Chapter 01.04A – City of Spokane Municipal Code (as effective February 25, 2015) shall apply to SAFO members. SAFO agrees to reopen this section to discuss application of any future changes to the Ethics Code.

## **ARTICLE VII - NON-DISCRIMINATION**

The City and SAFO shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions or privilege of employment because of race, color, religion, marital status, familial status, national origin, age, sex, sexual orientation, physical, mental or sensory disability or membership in the union. Charges of discriminatory conduct by either party to the agreement except claims of discrimination for union membership or activity are not subject to appeal or disposition through arbitration procedure set forth herein but may be taken to other appropriate state and federal agencies for adjudication.

## **ARTICLE VIII - CITY SECURITY**

**Section 1:** SAFO 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. SAFO 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 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. SAFO 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 SAFO 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 SAFO 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.

**Section 7 - Use of City E-Mail by SAFO:** Beginning January 1, 2009, the Vice President of the SAFO bargaining unit and specified others who have been identified to the City in writing shall have full and free access to the system available on the desktop computers and telephones at any time during work hours. The work allowed shall be such SAFO business as appropriate.

The City and SAFO agree that any problems that arise from this section will be resolved through a labor/management meeting.

## **ARTICLE IX - 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.

SAFO will utilize Local 29 and management's policy with regards to administration of this proposal.

## **ARTICLE X - PROTECTIVE CLOTHING**

The City agrees to provide and maintain required protective clothing for all members. All protective clothing provided must meet the requirements of Chapter 296-305 WAC (safety standards for firefighters).

## **ARTICLE XI - VACATION ALLOWANCE**

### **Section 1 - Vacation Allowance:**

<u><b>Years of Service</b></u>	<u><b>24-Hour Personnel Work Shifts Off</b></u>
Completion of 9 through 18 years during the current contract year	9 shifts
Completion of 19 or more years during the current contract year	11 shifts
<u><b>Years of Service</b></u>	<u><b>40-Hour Personnel Work Hours Off</b></u>
Hire through completion of 11 years	154
Completion of 12 years	162
Completion of 13 years	170
Completion of 14 years	178
Completion of 15 years	186
Completion of 20 years or over	226

Should an employee be on authorized vacation when a holiday occurs, such holiday shall not be charged against vacation leave. All forty (40) hour personnel shall have their vacation accrual adjusted on their anniversary date rather than on January 1. Vacation scheduling shall be administered by the Fire Chief and agreed to by SAFO.

### **Section 2 - Vacation Carry-over:**

The maximum accrual of hours shall be as follows: 24-hour personnel 816 hours, and forty (40) hour personnel 656 hours. The vacation hours accrued shall be paid to the member upon separation or retirement.

The additional shift added to the maximum vacation accrual (24 hours for 24-hour employees or 8 hours for 40 hour personnel) in the 2009-2012 contract may not be used as time off but may be cashed out upon separation or retirement. This shift is included in the above maximum accruals.

SAFO members may accumulate vacation leave in excess of the number of hours they are entitled to as 24-hour employees and 40-hour employees. Members at their discretion may elect to sell back to the City up to 96 of their accrued vacation hours yearly. At retirement, all accrued vacation (including any over the max accrual stated above) will be paid out, with all proceeds paid out in cash on the SAFO member's final paycheck or paid into an established deferred compensation plan up to the IRS limit. With all accrued vacation being paid out at retirement, the City will cease the prior practice

of allowing SAFO members to run out vacation time to remain in an employed status after the last day on-duty.

**Section 3 – Vacation and Overtime:**

The following shall be applicable to vacation and overtime:

- a. The option to take vacation on a trade time owed is not permissible.
- b. The option to take a vacation on an assigned shift, or trade time, then work the vacancy back as overtime is not permissible.
- c. The City may call employees for overtime who are on vacation or trade time off as necessary

**ARTICLE XII - SPECIAL LEAVES**

**Section 1 - Funeral Bereavement Leaves:**

1.1 Definition of Immediate Family:

The immediate family shall be defined to include spouse; relatives of the employee and relatives of the employee'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 employee or the employee's spouse.

1.2 Death in Employee's or Spouse's Immediate Family:

In the event of a death occurring in the immediate family of an employee or an employee's spouse, the said employee shall be granted time off with pay provided that the employee attends the funeral or is required to help make funeral arrangements. Leave banks will not be charged for this time off. Time off shall be according to work assignments as follows:

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

- b. Employees 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. Employees may waive any portion of their funeral leave at their option.
- d. Bereavement Leaves shall be administered by the Fire Chief.

**Section 2 - Personal Leave:** Forty (40) hour personnel receive forty (40) hours "personal leave."

**Section 3 - Release for Conferences, Seminars, Etc:** Release of members from duty without loss of pay to attend official conferences, conventions or seminars shall be granted by the City. Such attendance shall be determined by the Fire Chief.

**Section 4 - Military Leave:**

In accordance with the Military Selective Service Act, employees 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 504 hours. 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.

4.1: Employees 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 4.2 and 4.3. 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.

4.2: Commencing on the first day of active duty and ending on the last day of active duty, each employee's military pay will be supplemented by an amount necessary to equal what the employee's pay would be if he/she were not on active duty. However, in no event may the combined pay exceed his/her regular City pay. All other employee benefits will continue as if the member had not been called to active duty.

4.3: Whether and to what extent an employee 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 5 - Care for Minor Children:** Employees may use accrued leave (vacation, etc.) to care for a minor child under the age of 18 who requires treatment or supervision. Additionally, LEOFF II members may use accrued sick leave in addition to other leaves available to them.

A. Limits on Leave:

1. Sick leave must be previously accrued.
2. The leave must be used to care for the employee's child under the age of 18; and
3. 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 6 - Emergency Leave:**

6.1 Definitions:

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

**Immediate Family:** Spouse, relatives of the employee and the employee's spouse to include children, mother, father, stepparents, 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 employee or employee'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:** Employee's Primary residence only

Emergency leave depletes the employee's sick leave bank.

6.2 Procedure for requesting Emergency Leave while On-Duty: Contact the Battalion Chief 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 employee will contact the Battalion Chief who will determine if the employee should complete the shift.

6.3 Procedure for requesting Emergency Leave if the Emergency occurs within 24 hours of the start of a shift the employee is scheduled to work (includes trade time worked): Unless circumstances prevent it, the employee will contact the Battalion Chief and notify them of the emergency and the possibility that it might not be resolved prior to the start of the shift. Battalion Chief will approve the emergency based upon the criteria as defined.

6.4 Number of Emergency Leave Day/shifts per calendar year:

1. Shift Personnel employees: up to one 24-hour shift of illness leave may be used per occurrence.
2. Day Personnel employees: Up to three (3) workdays may be used per occurrence.

NOTE: For situations that the employee feels is an emergency, but it does not meet the criteria as defined above, the employee may be given time off under the definition and conditions of "Administrative Leave". If the employee feels his/her situation was unique and should be considered as "Emergency Leave" he/she 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 7 - 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 (24) 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 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 8 - Parental Leave:**

An employee may use four (4) paid shifts per occurrence from their sick leave for Parental Leave, which includes adoption. Non-twenty-four-hour employees may use eighty (80) hours from their sick leave account for Parental Leave. This does not preclude the member from requesting unpaid leave as allowed by the FMLA. Employee can also use PFML as allowed by Article XI Section 9.2. If the employee is on duty, for any reason, when the birth begins, the member will use "-Sick Leave" for that on-duty shift and the member will still be entitled to four (4) shifts of Parental Leave. Should the child be born before the scheduled shift begins, the employee will be entitled to the four (4) shifts of Parental Leave only. Parental Leave may or may not be taken consecutively, however, it must be used within 120 days, beginning at the time of birth or adoption. For instances of false labor, the expectation is that the employee, unless circumstances beyond his or her control prevent it, will contact the Tour Commander or Operations Chief and notify them of the situation. As soon as the situation is resolved during the shift, the employee will contact the Tour Commander or Operations Chief who will determine if the employee should complete the shift. False labor will be coded as "Sick Leave" and does not count against the four (4) shift Parental Leave entitlement.

**Section 9 – Family and Medical Leave Act (FMLA)/Washington State Paid Family Medical Leave Act (PFML):**

- a. **FMLA:** Leave under the Federal Family and Medical Leave Act (FMLA) follows City policy.
- b. **PFML:**
  - a. Supplemental Benefits: For any leave taken through the Washington State Paid Family and Medical Leave Act ("PFML"), the City shall permit employees to supplement their paid PFML benefits with their existing leave accruals. The employee must declare the number of leave hours per shift off he/she would like to use for supplementation.
  - b. Continuation of Benefits: Employees on PFML leave shall continue to receive health and welfare coverage during the duration of their leave. For purposes of an employee's continuation of health and welfare benefits

coverage during PFML leave, any minimum "hours worked" threshold for employee coverage does not apply. c. Job Restoration: Employees returning from PFML leave shall be restored to their same rank and assignment. d. Waiting Period: The City shall permit any employee to use existing leave accruals during any required PFML Waiting Period. Employees are responsible to notify the City of what leave they are electing to use at time of request. Employees may change their leave election prior to the beginning of each pay period. e. No Conditions: The City agrees not to condition any contractual benefit on the use of PFML.

### **Section 10 – Release for Union Business:**

The four (4) principal Union officers and the Bargaining Unit Vice President shall be allowed the required time, without loss of pay, to attend official I.A.F.F. and W.S.C.F.F. convention and regional seminars.

### **Section 11 – 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 essential to the member. The employee may request the time off to help mitigate the problem or situation. The Tour Commander or Operations Chief will determine if the employee will be granted time off using the guidelines established under Administrative Policy. The employee will work back the time at a mutually agreeable time. The time must be paid back within 365 days of usage. Failure to work the shift by the deadlines identified will result in the employee being scheduled to work a specific shift. If employee does not work the hours back, they will be given a deduct at the base pay rate.

11.1 Procedure for requesting Administrative Leave while On-Duty: Contact the Tour Commander or Operations Chief and notify him/her of the request. The Tour Commander or Operations Chief will determine if the situation that the employee feels is an emergency qualifies for Emergency Leave. If the Tour Commander or Operations Chief feels that the situation does not meet the Emergency Leave criteria, as defined above, then the Tour Commander or Operations Chief will approve the employee 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 employee will contact the Tour Commander or Operations Chief who will determine if the employee should complete the

shift.

11.2 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 employee will contact the Tour Commander or Operations Chief and notify him/her of the request. The Tour Commander or Operations Chief will determine if the situation that the employee feels is an emergency qualifies for Emergency Leave. If the Tour Commander or Operations Chief feels that the situation does not meet the Emergency Leave criteria, as defined above, then the Tour Commander or Operations Chief will approve the employee for leave based upon the leave criteria as defined.

## **ARTICLE XII - 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, 2021 the Union 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.

### **ARTICLE XIII - HOURS OF DUTY**

**Section 1 - Twenty-four (24) Hour Personnel:** Normal hours of duty shall be twenty-four (24) hours on, seventy-two (72) off. This equates to a 47.19 hour workweek.

**Section 2 – Debit Time:**

A. Beginning 2017, a total of 228 debit hours will be owed by 24-hour members. Beginning January 1, 2023, a total of 216 debit hours will be owed by 24-hour members. Up to 96 of the debit hours owed by 24-hour members will be used for draft shift coverage. Members will alternate working overtime shifts and debit time shifts to cover drafts. Vacancies created by IMT or MOBE deployment are exempt and will be covered by overtime. Vacancies occurring on holidays will be covered by overtime unless a member chooses to use a debit shift.

B. If a member uses all 96 shift debit hours, then subsequent vacancies will be covered by overtime shifts. If all 96 shift debit hours are not used, the remaining hours will be used as administrative debit time. If the OT budget is depleted before the end of any calendar year, the parties agree to discuss contract cost savings alternatives.

C. Beginning 2017, 132 debit hours would be used for administrative work, including operational meetings, training, and one-half hour of administrative work following shifts.

D. SAFO members with a balance of debit time owed greater than five hours at the end of each calendar year will have their remaining debit time balances greater than five hours deducted from their accrued vacation balances the first pay period of the following calendar year.

E. SAFO members on sick leave will be deducted two hours of debit time per shift and may use up to four hours per month of debit time to attend ops meetings

or classes.

F. Effective January 1, 2024, debit days will be eliminated. 24-hour shift employee work schedules will be adjusted to an average of 42 hours a week. The City will not pay overtime for the 30-minute shift debrief.

G. Effective January 1, 2024, all approved hours that are worked outside of the normal scheduled will be compensated as overtime unless specifically stated otherwise in this Agreement.

**Section 3 - Forty (40) Hour Personnel:** Normal hours of duty for forty (40) hour personnel shall be from 8:00 a.m. to 5:00 p.m. except for emergencies and agreed upon flex time. 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 (5) working days unless otherwise agreed to by the City and SAFO.

## ARTICLE XIV - HOLIDAYS

### Section 1 – Forty (40) Hour Personnel:

#### Designated Holidays:

1. New Year's Day
2. MLK Jr Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Native American Heritage Day
11. Christmas Day
12. Four Floating Holidays
13. Any day that is designated as a legal holiday by a State official who has been granted legal authority to declare such holiday.

#### Holiday Pay:

All non 24-hour bargaining unit employees will be compensated at one and one-half times their hourly rate in addition to holiday pay for all hours worked on days that are designated as holidays, for a total of two and one-half times their regular pay for hours worked on holidays. Members who work other than a regular five (5) – eight (8) hour work schedule, but are not on 24-hour shift, shall be granted up to ten (10) hours holiday pay for each fixed holiday.

Floating Holidays:

Floating holidays are established in lieu of scheduled holidays. There shall be four floating holidays.

**Section 2 – Holidays on Scheduled Days Off:**

An employee whose regularly scheduled day off falls on a holiday shall not lose the designated holiday. When this occurs, the following process shall be followed:

1. Designate the prior or the following workday as the holiday. For example: Holidays observed on a Friday would be taken Thursday, and holidays observed on a Monday would be taken Tuesday.

In instances where workload demands make it impossible to observe the designated holiday the prior or the following workday, the employee may request with supervisor approval, the following option for an in-lieu of holiday:

2. A holiday day off in lieu of the holiday will be scheduled during the same pay period in which the holiday occurred. Effort will be made to accommodate the employee's preference, provided that service is not unduly affected.

Employees who retire or terminate in good standing prior to April 1 shall be allowed to take those floating holidays that have been designated.

**Section 3 – Twenty-four (24) Hour Personnel:**

Designated Holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving
6. Christmas Eve
7. Christmas

Holiday Pay:

Shift employees working 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 worked on said holidays. Employees working such hours will receive a total of 2 ½ times pay for those hours, regardless of whether they are working their regular scheduled shift, trade time, overtime (i.e., no pyramiding), or on duty for any other reason. Employees on MOBE status will not receive additional holiday pay. Employees shall be paid for hours worked on the actual calendar day.

**ARTICLE XV - SUPPLEMENTAL AGREEMENT**

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 SAFO and City officials.

Should either party, having been notified of the proposed supplemental language, not respond within thirty (30) 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 XVI - GENERAL

**Section 1 - Equalization of Fire Department Pay:** The principle established on May 12, 1977 for equalized paychecks shall be maintained. Paychecks currently equalize to 92.3 hours, Effective January 1, 2024 will be 84 hours, but the method established in that agreement shall be maintained.

**Section 2 - Labor-Management Meetings:** It is mutually agreed that the negotiating committee for SAFO and the negotiating committee for the City shall conduct labor-management meetings for the purpose of resolving problems that may arise. Meetings may be scheduled by either party.

**Section 3 - Efficiency and Effectiveness:** It is mutually agreed that the City management and SAFO 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 4 - Tuition Reimbursement:** Within the adopted budget and established procedure, 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.

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 to 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 5 - Mileage Allowance:** The City agrees to pay bargaining unit employees who use their personal vehicles to conduct approved City business. The rate will be at the level established by City policy.

**Section 6 - Liability Insurance:** The City agrees to continue the liability insurance program that is currently in effect.

**Section 7 – Negotiations:** When negotiations are held on City time, employees shall suffer no loss of pay.

**Section 8 – Training Time:**

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

8.2 Department Approved Voluntary Training: Upon request by the bargaining unit member, the Department may approve additional voluntary training time that is above and beyond what is mandated by the Department.

Department approved voluntary training hours will be compensated at the employee's base pay. 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, pursuant to 29 U.S.C. §207(k).

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.

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

**Section 9 – EMT License:** Employees 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. No employee shall suffer a loss in pay due to a temporary lapse or loss of his/her EMT or Paramedic certification within thirty (30) days of the lapse. Should an employee's EMT or Paramedic certification lapse, employee shall be placed off duty and use vacation leave for up to the first thirty (30) days following the lapse. The thirty (30) day period may be extended upon mutual agreement of the Parties for good cause shown as to why the certification has not been reestablished. The department shall notify all employees needing recertification by October 1st and make every effort to follow up as needed. The intent of this is for recertification and not disciplinary reasons imposed by SFD or DOH.

### **Section 10 – Promotions:**

1. In the absence of a current promotional list, promotions will occur on the date the new promotional list becomes certified. SFD will request the certified promotional list immediately following the list being declared active by Civil Service.
2. When there is a certified promotional list available, the promotion will be effective the date following a vacancy, however the promoted employee may not be transferred to their new position operationally until the next pay period.
3. During the period between promotion and transfer, the promoted individual may be assigned to work a vacancy on their shift, in their promoted classification.
4. Up to four (4) captains from the current Battalion Chief promotional list will be allowed to work out of class (OOC) as acting Battalion Chief. Captains must have completed the current Battalion Chief academy and three-month mentor term. Qualifications expire after two (2) consecutive promotional lists. Captains will be paid at the captain rate during the Battalion Chief academy and mentoring periods. Captains will be paid OOC for actual shifts worked as a Battalion Chief (19% above Captain). Current Battalion Chiefs will have the right of first refusal for shift scheduling.
5. If there is no Battalion Chief Academy, newly promoted BCs must complete 6 months of mentoring before being allowed to work alone. Mentoring as a Captain or BC will be considered the same towards this requirement.

## ARTICLE XVII - LEOFF II

### Section 1 - Illness Leave:

A. Accrual: Illness leave accrual and accumulation will be as follows:

Shift	Hours Per Pay Period	Accumulation Maximum
8 Hour	5.85	1044
24 Hour	7.00	1248

Sick leave hours will continue to accrue beyond the annual maximums at the standard accumulation rate. On December 31<sup>st</sup>, the City shall buy back from the employee all hours accrued above the accumulation maximum at 50% of the employee's base pay rate to include longevity and add to pays. The amount will be paid out on the employee's 3<sup>rd</sup> paycheck of the new fiscal year.

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

B. Use of Illness Leave: Illness leave may be used as accrued by the employee when that employee is incapable of reporting to duty due to an illness or injury to that employee. One (1) day of illness leave per occurrence may also be used in the case of an emergency in the employee's immediate family or when a member of the employee's immediate family is hospitalized. A day for a member shall mean up to the length of the currently scheduled shift.

C. Duplication of Illness Leave and 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.

D. Buyback of Illness Leave at Separation: Accrued illness leave will be bought back at separation and placed into the retiring member's VEBA as follows.

<b>Type of Separation</b>	<b>% of 960 hours</b>	<b>Max</b>
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

E. Disability Leave (LEOFF II Only): The following provisions are established in order to carry out the spirit and intent of SHB 435, LEOFF II Disability Bill.

1. Each current LEOFF II employee will be provided the equivalent of five (5) weeks of Disability Leave to be used in conjunction with Washington State Industrial Insurance (RCW 51 and SHB 435) requirements. New LEOFF II employees will be credited with the equivalent of five (5) weeks of Disability Leave upon initial employment. During their first two (2) years of employment, such employees may use up to five weeks of Disability Leave per disability incident. After two (2) years service, LEOFF II employees will accrue one (1) day of Disability Leave for every two (2) months of service up to a maximum of the equivalent of five (5) weeks accrual. Disability Leave may only be used in conjunction with SHB 435 and Washington State Industrial Insurance.

2. When an employee 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 FROM THE DATE OF THE INJURY OR ILLNESS 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 FROM THE DATE OF INJURY OR ILLNESS.

3. Disability Leave shall be used to supplement Industrial Insurance and City contributions under SHB 435. Employees may use only the amount of Disability Leave which will result in pay equal to the net pre-disability pay the employee was receiving. Under no circumstances shall the Disability Leave pay result in the

employee receiving more while on disabled status than if they were active.

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

5. 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.

F. Unused Illness Leave: Unused illness leave shall not be paid to the employee except as provided in Article XVII, Section D.

G. Leave Sharing Bank: The City and SAFO agree that members approved for leave sharing may draw from the leave-sharing bank or from members donating specifically for member requiring illness/sick leave.

**Section 2 - Light Duty:** Should an 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. A LEOFF II employee who accepts light duty will be subject to the conditions outlined below.

Off-Duty: 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:
  1. Up to three (3) persons will 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 employees will be afforded light duty.
- E. All decisions by Administration related to light duty assignments are subject to the 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 will follow a 40-hour work week. 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 employee will be afforded all the protections of this contract.

On-Duty: 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 light 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. The provision shall apply only to temporarily 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 who accepts 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.

When a 24-hour employee is working a light duty schedule other than their normal one, their debit time will be adjusted in accordance with Article XIII, Paragraph E. (Two hours of Debit Time Bank Off will be deducted for each 24-hour shift that would have been missed over the same period of time in the non-24-hour assignment.)

- 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 employee's sick leave bank.
- E. By accepting light duty, the member will be afforded all the protection of this contract.

**Section 3 - Industrial Insurance:**

- A. Insurance Coverage: All members hired after September 30, 1977, 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 regulations established by the Washington State Department of Labor and Industries.
- B. Reporting of Accidents:
  - 1. 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.
  - 2. If you receive medical treatment you must complete a Self-Insurer Accident Report (SIF-2) and City of Spokane Employee Accident/Injury Report.
  - 3. Be certain to complete all information on the accident report forms.
  - 4. If at all possible, the employee will submit these reports within 24

hours of the treatment/accident.

5. Any question concerning an industrial insurance claim should be directed to the Risk Management Department.

**Section 4 - 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.

## **ARTICLE XVIII - 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 force and effect.

## **ARTICLE XIX - SALARY COMPUTATIONS**

**Section 1 - Regular Hourly Rate:** A regular hourly rate shall be established for each job classification. The regular hourly rate shall be defined as an employee's job classification. The regular hourly rate and shall be defined as an employee's compensation which is determined by dividing the annual salary for that job classification by the average number of hours worked. including longevity. The regular hourly rate does not include any add to pay components. The regular hourly rate shall be the basis for estimating the biweekly, monthly, and annual rates of pay.

**Section 2 - Pay Periods:** Pay periods shall be established on a bi-weekly basis. Payroll checks shall be issued exclusively by Direct Deposit into employees' bank or credit union accounts on established pay days. Bi-weekly earnings shall be computed by multiplying the regular hourly rate by the average number of hours worked in a bi-weekly pay period. Management shall maintain a record of actual hours worked for accounting purposes as mutually agreed upon under the supplemental agreement provision of this Agreement.

### **Section 3 – Drafts, Callbacks, and Holdovers:**

A. Draft Pay: "Draft" is an assignment to work in a regularly scheduled position for a specified number of hours on one's off-duty shift/day. Employees who are required to work on a normal day off shall be compensated at one and one-half times the base pay rate for actual hours worked. Actual hours worked shall be rounded off to the nearest one-half hour.

B. Callback Pay: "Callback" is time worked outside of the employee's regular shift that is not defined as either "Draft" or "Holdover" time. Callback pay shall be 1.5 times the current established rate for Range 48, Step 4, 40 year longevity for a 40 hour Battalion Chief. A minimum of three and one-half (3.5) hours pay at the callback rate listed above shall be paid for callbacks. Actual hours worked shall be paid at the callback rate and rounded off to the nearest one-half hour. Duty hours for callback pay purposes shall commence when the employee reports to the required location of duty, or if applicable, the assigned time for duty to commence.

Duty hours for callback pay purposes shall cease when the employee is relieved of assignment.

C. Holdover Pay: "Holdover" is assigned work immediately prior to or immediately following the employee's regular scheduled shift. Any employee who is assigned work, either prior to the employee's regular shift or at the end of his shift, shall be paid at 1.5 times the current established rate for Range 48, Step 4, 40 year longevity for a 40 hour Battalion Chief for those hours worked.

**Section 4 - Compensatory Time:** The employee and the authorized supervisor shall mutually agree when the compensatory time off is to be taken. Whenever the work schedules permit, the date preferred by the employee shall be granted.

Accrued compensatory time shall be reflected in the computer printouts and on the employee's paycheck stub.

**Section 5 - Trade Time:** Employees may continue the present practice of trading time as administered by the Fire Chief. All trade times must be recorded with the Fire Department Administration in order for the trade to be honored.

**Section 6 - Drafting Procedures:** Drafting procedures shall be administered by the Fire Chief using a mutually agreed to plan.

## **ARTICLE XX - ROTATION**

SAFO agrees to rotation between shift and day Battalion Chiefs. The Fire Chief will continue as has been past practice to have the ability to make special assignments.

## **ARTICLE XXI - CIVIL SERVICE TESTING**

Civil Service testing will include a written test, PER, and assessment center. The weights given to each component, the type of assessment center(s), and other testing details will be mutually agreed upon prior to each test.

1. The existing MOU "Future Battalion Chief Civil Service" Testing dated May 12, 2015 serves as direction for the Battalion Chief process.
2. The City and SAFO agree to continue negotiations on educational qualifications for Division Chiefs.

## **ARTICLE XXII - DEFERRED COMPENSATION**

The City agrees to make available to all employees 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.

## **ARTICLE XXIII – PAY ADJUSTMENTS**

### **Section 1 - Longevity:**

The City agrees to the following longevity rate. All longevity increases will be based on a Senior Fire Fighter's (930) annual salary.

- A. 5 years of service – 2%
- B. 10 years of service – 4%
- C. 15 years of service – 6%
- D. 20 years of service – 8%

- E. 25 years of service – 12%
- F. 30 years of service – 16%
- G. 35 years of service – 20%
- H. 40 years of service – 24% (maximum)

**Section 2 – Pay Schedule:**

The salary of Battalion Chief (Range 48, Step 4) shall be maintained at 19% above that of Fire Captain, Range 44, Step 3, excluding longevity. The salary of Division Chief (Range 49, step 4) shall be maintained at 26% above that of Fire Captain, Range 44, Step 3, excluding longevity.

**Section 3 – Step Increases:**

Employees promoted to Battalion Chief or Division Chief will receive a pay increase as follows:

At the time of promotion, one half of the step increase. At completion of 6 months, the second half will be applied.

Members that are qualified WA State Certified Paramedics shall receive 6% of Step 40, Grade 482 Battalion Chief add-to-pay as long as the credentials are maintained. The add-to-pay will be paid bi-weekly.

Members possessing at the minimum a BS/BA or higher from a Nationally Accredited Institution will receive a 6% of Step 40, Grade 482 Battalion Chief add-to-pay.

There shall be no stacking of incentives for paramedic and/or education add-to-pays.

In accordance with Article XVI, Section 4 of this Agreement, the City agrees to continue to reimburse members for all classes associated with obtaining a BS/BA up to the Washington State University (WSU) tuition limitation. The degree must be in subjects that have a relationship to the knowledge, skills, and abilities for the SAFO classifications or higher.

## **ARTICLE XXIV – SALARY SAVINGS PLAN**

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

### **Section 1 Eligibility and Payment Terms:**

	<b>Eligibility</b>	<b>Monthly Payment</b>	<b>Duration</b>
<b>LEOFF I</b>	20 years of service and eligible for retirement	\$300	5 years (60 months)
<b>LEOFF II</b>	20 years of service and eligible for retirement	\$500	8 years (96 months)
<b>DISPATCH</b>	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 one incentive made available each year exclusively for SAFO members. The window to apply for the incentive is January 1 through January 31<sup>st</sup> each year, and the deadline to retire is the last day of the last pay period of the retirement year. If multiple SAFO members apply for the incentive, it will be awarded to the highest seniority member. Should no SAFO member apply for the SSP by January 31, the incentive shall be available for offer to SFFBU members from February 1<sup>st</sup> to February 28<sup>th</sup>.

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).

**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 SAFO. 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.

## **ATTACHMENT A - INSURANCE**

### **Medical and Dental Insurance:**

SAFO members will continue to receive medical and dental insurance under the Local 29 Benefit Trust (see Appendix B to the 2016-2019 Local 29 Contract) with City contributions of \$1813/member/month in 2017. The monthly contribution amount would increase by 4% per year thereafter, including out of contract years.

All newly hired employees will have their medical benefits start the first of the month following hire date, if allowed by the benefits trust and its insurance carriers. The City's contribution rates during each contract year shall be as follows:

- 2021: \$2200
- 2022: \$2289
- 2023: \$2379
- 2024: \$2474

SAFO would fall under all agreements the City has with the Spokane Fire Fighters Benefit Trust, or any agreement between the City and Local 29 regarding the same.

**Life Insurance:**

The City agrees to continue, at its expense, the current life insurance program of one-and one-half (1½) times annual salary. A maximum of \$300,000 will be used for actuarial purposes, but should the value of one- and one-half times annual salary ever exceed \$300,000, then the maximum will increase in \$50,000 increments.

**ATTACHMENT B - REORGANIZATION**

SAFO agrees to a department reorganization as follows:

1. Effective January 1, 2024, the IMSM position will be reclassified to EMS Staff Battalion Chief with agreement on open and promotional entry language (pending Civil Service approval). Or upon the current IMSM position being vacated (Anne Raven), the IMSM position will be replaced with the SAFO represented EMS Division Chief job classification
2. Effective January 1, 2024, the Division Chiefs will be renamed Staff Battalion Chiefs.
3. Effective January 1, 2024, or sooner the Fire Marshal Division Chief is reclassified to a Deputy Chief rank.

The City agrees to keep the Staff Battalion Chief positions internal/promotion only if there are at least three (3) qualified candidates on the list as determined by Fire Administration, otherwise it becomes an open and promotional recruitment.

The City agrees to keeping the Deputy Chief positions internal/promotional **only** if there are at least three (3) qualified candidates on the list as determined by Fire Administration, otherwise it becomes an open and promotional recruitment. Qualifications for the newly created vacancies would be an Associates degree or greater in a closely related field with the requirement that the appointed candidate/s obtain their Bachelor's degree from an accredited college/university within three years of appointment. For all subsequent vacancies, a Bachelor's degree will be required at the time of consideration and appointment. The City agrees to allow SAFO to fully participate in the selection process for Deputy Chief and provide input to the Fire Chief with respect to the selection of Deputy Chiefs.

The City agrees to keeping the Fire Marshal positions internal/promotional **only** if there are at least two (2) qualified candidates on the list as determined by Fire Administration, otherwise it becomes an open and promotional recruitment. Qualifications for the newly created vacancies would be an Associates degree or greater in a closely related field with the requirement that the appointed candidate/s obtain their Bachelor's degree from an accredited college/university within three years of appointment. For all subsequent vacancies, a Bachelor's degree will be required at the time of consideration and appointment. The City agrees to allow SAFO to fully participate in the selection process for Fire Marshal and provide input to the Fire Chief with respect to the selection of the Fire Marshal.

**SIGNATURE PAGE**

Dated this 2nd day of May, 2024.

FOR THE CITY OF SPOKANE:

FOR THE SPOKANE AREA FIRE OFFICERS:

Lisa Brown  
Lisa Brown  
Mayor

Randy Marler  
Randy Marler  
President

Garrett Jones  
Garrett Jones  
Interim City Administrator

Dan Renner  
Dan Renner  
Vice-President

Julie O'Berg  
Julie O'Berg  
Interim Fire Chief

Bill Grummons  
Bill Grummons  
Secretary

Tom Williams  
Tom Williams  
Assistant Fire Chief

Kirk Griffith  
Kirk Griffith  
Treasurer

Michael C. Ormsby  
Michael C. Ormsby  
Human Resources

Attest:

Terri Pfister  
Terri Pfister  
City Clerk



Approved as to form:

Michael J. Piccolo  
Michael J. Piccolo  
City Attorney

