

# **AGREEMENT**

**Between  
The City of Spokane  
And  
I.A.F.F. Local 29 AFL-CIO**

**2020-2024**

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**AGREEMENT  
BETWEEN  
THE CITY OF SPOKANE  
AND  
THE SPOKANE FIRE FIGHTERS UNION  
LOCAL 29 I.A.F.F. AFL-CIO  
2020-2024**

**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, 2020 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, 2024. 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 the Spokane Firefighters Bargaining Unit of Local 29, which is comprised of all uniformed employees in the Fire Department below the rank of Battalion Chief or equivalent.

**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 - 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:**

**2.1** 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.

2.2 The City shall provide The Union with written notice of any new and/or revised rules and regulations, standard operating procedures and City policies and P&Ps prior to implementation. This written notice will be sent directly to the Union's leadership, and it shall include a thirty (30) calendar day window to identify the impact on wages, hours and working conditions and make a demand of the City to bargain over the new and/or revised rules and regulations, standard operating procedures, City policies and P&Ps. The City retains its right to dispute whether such an impact exists that would trigger the duty to bargain.

2.3 If the Union fails to make a demand of the City to bargain over the new and/or revised rules and regulations, standard operating procedures, City policies and P&Ps within the agreed-upon 30-day window, the parties agree that the Union waives its right to bargain the new and/or revised rules and regulations, standard operating procedures, City policies and P&Ps under Article VIII, Section 2, and the City may proceed with implementation.

### Section 3 Ethics Code:

Chapter 01.04A- City of Spokane Municipal Code (as effective February 25, 2015) shall apply to Union members. Union 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 on 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 employees 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 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. Effective January 1<sup>st</sup>, 2024, average hours per week shall be forty-two (42). 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.

2.2 **Debit Hours:** Until January 1, 2024, the total number of debit days shall be nine (9). 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.

Effective January 1<sup>st</sup> 2024, all debit days will be eliminated. 24-hour shift employee work schedules will be adjusted to an average of 42 hours a week. Employees will work on a 28-day, 168 hours, FLSA work schedule, meaning sick days and vacations will not count toward hours worked for purposes of receiving overtime. Trade time off will count toward hours worked for purposes of receiving overtime.

2.3 **Scheduled Debit Day Procedure:** The process for debit days will follow the current SFD Informational Notice. This process will be mutually reviewed and may be updated annually by mutual agreement.

2.4 **Fire Department Debit Bank:** The parties agree that the employee'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 employee 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.

2.5 **Mandatory Overtime:** The BC's will review the roster for any additional vacancies, such as SOD calls. Morning calling hours start at 0630 and will continue until the daily roster is filled. This will be completed by continuing to utilize individuals on the existing sign-up list.

If the picklist (sign-up list) has been exhausted or if no one on the list is qualified, e.g., paramedic, safety officer, tiller driver, etc., the BC's will initiate a "Code Red" notification to fill the remaining positions. The time frame for the Code Red notification will be from 0700-0715. (Code Red is a temporary filling method. When the Telestaff out bounding capability becomes fully functional it will replace Code Red for the purposes of daily staffing)

When an employee is selected for a Code Red staffing request, and is selected to fill the shortage, they will be credited for filling the "mandatory" and placed at the bottom of the mandatory list. This includes any number of hours for the Code Red.

BCs will wait 10 minutes after the Code Red goes out and then fill the vacancy based on who is highest on the overall mandatory list.

Individuals held over on a mandatory basis will be selected by least senior member, qualified for the position being filled. This will apply to all employees currently on duty.

Individuals being held over working a mandatory shift will be paid overtime but will not have their Full or Short Draft Date Last Contacted impacted.

A separate mandatory list will also be maintained to show employees in order of lowest seniority. Once a member works a mandatory shift they will go to the bottom of the mandatory list.

A member who has been selected to work a mandatory shift can find their own qualified replacement for any or all of the shift and communicate the replacement to the Battalion Chief before 0800. It is the responsibility of the member being held over on a mandatory shift to remain in place until properly relieved. The member working the shift will be the one paid overtime, **No trading of drafts will be allowed.** No individual will be required to exceed 72 continuous hours.

To get credit for the mandatory, the employee must work or trade the full required assignment.

**Section 3 Day Personnel:**

Normal hours of duty for Day Personnel shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday except for emergencies and management approved 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 to the employee of the change. These changes shall be for a minimum of five working days.

**Section 4 Start Time:**

Employees are permitted to make voluntary, undocumented early morning shift change trades. Voluntary shift change trades give employees the option to relieve another employee serving the previous shift prior to the actual scheduled starting time of the oncoming shift. These voluntary shift change trades are mutually agreed to and managed exclusively by Union members.

**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:

<b>Years of Service</b>	<b>Work Shifts Off</b>
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 <sup>st</sup>

For example, an employee who begins the 19<sup>th</sup> year of service at any time during the 2020 calendar year will earn 11 shifts of vacation to take off during the 2021 calendar year.

Any employee may, at his/her choice, receive a pay out of one vacation shift. Employees must make this known at time of vacation sign up. Separate from the employees' pay out option, the City may elect to pay out one vacation shift. The pay-out options will be calculated at the member's base pay rate in the first pay period the following November. The City will notify employees if it elects this option before the vacation sign-up period.

**1.1 Use of Vacation Upon Return from Disability or Sick Leave:** An employee returning from sick or disability who had vacation scheduled during that time may, at the employee's option, take all vacation immediately upon return to duty, or reschedule the owed vacation(s). It is the employee's responsibility to notify the administration of their intent to use the missed vacation days before returning to duty. The employee shall be provided the vacation day selected if the roster has 10 or less vacations on the day they want to take their vacation. 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. Employees are responsible to complete a vacation carry over form if vacation is not taken in the year it was missed.

**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 current vacation sign-up

**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:

<b>Years of Service</b>	<b>Hours Off</b>
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 pay out of up to 24 hours. Employees must make this known at time of operations vacation sign up. These will be calculated based on the employee's base pay rate in the first pay period the following November.

**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. Employees are responsible to complete a vacation carry over form. Any hours over 80 that are not carried over will be forfeited.

**Section 3 Vacation Signup:**

**3.1 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.

**Section 4 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, debit days (until eliminated), 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 needed.
- d. Overtime opportunities shall be rank for rank.
- e. No employee will be required to work a mandatory overtime shift, if a member of another rank is signed up and available to work. Employees must be qualified for the overtime position.

**ARTICLE XV - HOLIDAYS**

**Section 1 Holidays Day Personnel:**

The following shall be recognized as paid holidays.

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May

Juneteenth  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving  
Native American Heritage Day  
Christmas Day

June 19th  
July 4th  
1st Monday in September  
November 11th  
4th Thursday in November  
Day after Thanksgiving  
December 25<sup>th</sup>

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 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.

**1.4 Holiday Pay:** All Day Personnel employees 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 Day Personnel employees will be compensated at one and one-half (1½) times their base pay, 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 working New Year's 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 worked on said holidays. 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. Employees on MOBE status will not receive additional holiday pay.

Beginning with the mutual signing of this contract employees shall be paid for hours worked on the actual calendar day. The effect of this would be that the off-going shift would receive 8 hours of holiday pay and the on-coming shift would receive 16 hours of holiday pay based on an 0800 - 0800 shift schedule.

**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 base 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 base 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:

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

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 employees 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 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 Leave sharing:**

a. Eligibility to Receive Leave:

1. An employee 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 the Union. 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 workdays/shifts that would equal six (6) months of such leave during each ten (10) years of service with the City, which shall be non-cumulative, at the time of applying for leave sharing. However, the employee may be able to receive leave sharing beyond the established limit as determined by the Union and Human Resources on a case-by-case basis, for catastrophic illnesses.
  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 employee shall not be receiving Worker's Compensation time-loss payments as a result of an on-the-job injury.
- b. Leave Transference Process: Member wishing to receive a leave sharing benefit shall submit a City of Spokane Leave sharing form and attach a statement from his/her physician verifying the nature and expected duration of the condition to the HR analyst assigned to the fire department. 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 an 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. An 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 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.

An 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 an 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. An 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. 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 employees. The parties will

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

An 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 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 to care for a minor child under the age of 18 that requires treatment or supervision.

#### **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 (FMLA)/ Washington State Paid Family Medical Leave Act (PFMU):**

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

#### **5.2 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 6 Non-Duplication of Benefits:**

Should the Legislature improve or add new benefits to employees 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 employees. Employees 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. This section does not apply to PFML.

## **Section 7 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. conventions and regional seminars.

## **Section 8 Funeral Bereavement Leave:**

**8.1 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.

**8.2 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.
  - a. Employees may waive any portion of their funeral leave at their option.
  - b. Bereavement Leaves shall be administered by the Fire Chief.

## **Section 9 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.

**9.1:** 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 9.2 and 9.3. 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 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.

**9.3:** 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 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 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.

**11.2 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.

**11.3 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, debit days, etc.):** 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.

**11.4 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 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 essential to the member. The employee may request the time off to help mitigate the problem or situation. The Battalion 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.

**12.1 Procedure for requesting Administrative Leave while On-Duty:** Contact the Battalion Chief and notify him/her of the request. The Battalion Chief will determine if the situation that the employee 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 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 Battalion Chief who will determine if the employee 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 employee will contact the Battalion Chief and notify him/her of the request. The Battalion Chief will determine if the situation that the employee 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 employee for leave based upon the leave criteria as defined.

**Section 13 Paid Leave of Absence during Departmental Investigations:**

As a result of a departmental investigation, it may be necessary to place an employee on paid leave of absence. 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 Paid Leave of Absence 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 workday therefore the employee is to conform to city and department policies and procedures during this period.
- c. If the employee does not have a cell phone, he/she will be issued a pager or cell phone, so he/she is 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 ensure 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:**

Regularly scheduled day personnel will be entitled to two (2) days (a day meaning whatever their normal schedule is 8, or 10 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 (not light duty) will be eligible for personal leave under the following conditions:

- a. If the employee 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.
- d. Personal Leave days are forfeited when an employee moves to a 24-hour schedule.

### **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 base pay with a minimum of three (3) hours overtime at one and one-half time the employee's rate.

### **Section 16 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 XVI Section 5.2. 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 control prevent it, will contact the Battalion Chief and notify them of the situation. As soon as the situation is resolved during the shift, the employee will contact the Battalion 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.

## **ARTICLE XVII-SALARY COMPUTATIONS/COMPENSATIONS**

### **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 as provided in Appendix A, Section 1.4 Pay Estimates, including longevity. The regular hourly rate does not include any add to pay components (see Appendix A) 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 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 base 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:**

- a. Employees who are required to work overtime shall be compensated at one and one-half times the base pay rate for actual hours worked. Actual hours worked shall be rounded up to the nearest one-half hour. Twenty-four hour personnel are to be paid and not given compensatory time.
- b. Beginning January 1<sup>st</sup>, 2024, the FLSA work period for Shift Personnel will be defined as a 28-day, 168- hour, FLSA work period for determining overtime hours. Overtime hours will be hours worked over the 168 hours in the FLSA-defined work period, meaning sick days, and vacations, and other hours not worked will not count towards hours worked for purposes of receiving overtime with the exception of trade time off which will count toward hours worked.
- c. The City and the and Union mutually agree that in order to allow employees assigned to a day shift the ability to accept overtime drafts in Operations, they must be off probation, meet the provisions of WAC 296-305 that apply to suppression, attend all department wide training, possess an EMT certification, and meet all departmental requirements as prescribed by the Fire Chief. Employees need to be even on owed time to city, to include: debits, admin, etc., before they may work a draft.

### **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 base pay shall be paid for call backs. Should the period of work extend beyond three (3) hours, time and-one-half the base pay shall be paid for the actual number of hours worked. Actual hours worked shall be rounded up to

the nearest one-half hour. At a minimum, a call back will be initiated any time there is a 3rd Alarm or greater incident, or if a non-SFD company is staffing a city fire station. Engines, Rescue, and Brush trucks will be staffed with a minimum of three (3) personnel and Aerial apparatus a minimum of four (4). ARUs shall not be utilized for Call Backs. Needed units will be determined based on those committed to incidents and therefore not available for response. All Call backs will be released as soon as reasonably possible. If for some reason the Department does not initiate a Call Back when it should have, those employees who would have been called in will be paid the three (3) hour minimum. If only 2 personnel are available after attempting to make Call backs to staff heavy apparatus, the city retains the ability to utilize an ARU rather than sending two employee's home.

**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 employee's base pay 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 of a shift or the end of a shift. Holdover time and early report time shall be rounded up to the nearest one-half hour.

**4.3. Call Back 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 to a fire station to retrieve gear or apparatus, whichever is first.
- b. Duty hours cease when the employee is relieved of the assignment.

**Section 5 Compensatory Time: (Day Personnel only):**

Whenever an 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 earn 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:**

- 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 trades have no rank/training requirements
- 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 employees 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 of three consecutive shifts will be submitted to their Battalion Chief for approval.
- L. Trade times over three consecutive shifts must additionally be submitted to the Deputy Chief of Operations for approval.
- M. 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. 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.
- N. **No** employee shall work more than 72 consecutive hours, voluntarily or mandated.
- O. All benefits due an employee while on-duty will apply whenever the employee is working a scheduled trade time. For example, an employee who 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 parental 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.

- P. Only the employees involved in the trade may cancel trades, and only if there is mutual consent of the employees involved in the trade.
- Q. No employee 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.
- R. Any employee working for another employee (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-grade pay under the provisions of the Collective Bargaining Agreement.

### **Paramedic Trades**

Along with the requirements in Section I, once certified and able to perform the duties of a paramedic, an employee 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 '8' 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.

### **Probationary Employees**

Probationary employees may trade with other probationary employees. Probationary trades must be pre-approved by their Battalion Chief. The Fire Chief can make a case-by-case exception for this in emergencies.

Probationary employees cannot owe or be owed more than two shifts and no trades will be approved if a member has a record of discipline on file.

### **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". Upon completion of recruit school, the employee shall be placed on the draft list. The date they complete recruit school shall become their date last contacted.

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.

**Section 8 Out of Classification Pay:**

**8.1:** Any employee who is required to work in a higher classified position as a Fire Equipment Operator, Paramedic, Communications Shift Supervisor, Special Operations Team certified employees, 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 employee works in a higher position.

**8.3:** The rate for out-of-class shall be the difference between the employee's hourly rate and the position being worked including longevity and any add to pays. The pay will be hour for hour.

**8.4:** In the event of the notification of a Captain going off long term, (5 consecutive shifts), the most senior Lieutenant in the station would receive Out of Class Captains Wage and must assume all duties of the station captain.

**8.5:** In the event of the notification of an Admin or Safety Captain going off long term, or 5 shifts or 2 weeks off (depending on if the position is 24 hr. shift or 40 hr. week), whichever is shorter, the position will be offered to employees on the captains promotional list starting with the highest employee. The person who accepts will be offered the opportunity to work out of class in that position at a Captain's wage plus longevity and add to pay.

**Section 9 Paramedic Pay:**

**9.1:** 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.

**9.2:** 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 Integrated Health Manager by November 1st documentation of the classes or events attended for the preceding 12 months. The Integrated Health Manager 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.

**9.3:** An employee 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, the employee will receive out of class pay of 13% of the senior firefighter pay without longevity per shift for all shifts actually worked as a Paramedic.

**9.4:** 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.

**9.5:** Current department policy or Informational Notice will govern DOH defined 'unaffiliated' SFD paramedics.

### **Section 10 Special Operations Pay:**

**10.1 Special Operations Teams:** The three Special Operations Teams (HazMat, Tech Rescue, Water Rescue) shall maintain a minimum of 40 employees. Identification of employees 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. Assignments to ARU's are not considered part of any specialty team for purposes of specialty pay.

**10.2 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 employee's base pay.

### **Section 11 Deputy Fire Marshal:**

**11.1 DFM List** - 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 \$2,500 (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 six-month probationary period for each employee promoted to the position of DFM.
- 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 Marshal to Fire Lieutenant is a "Demotion" that would be available as a Voluntary Demotion under Civil Service Rule VII, Section 4.

**11.2 Lateral Entry Deputy Fire Marshals** - The City and Union collaboratively agree to recommend to Civil Service changes to allow lateral entry for Deputy Fire Marshal with the following requirements:

1. Meet minimum medical and health requirements of LEOFF Retirement System of Washington State.
2. At application, must currently be a full-time employee with a Fire Department or Fire District with at least two (2) years' experience as a professional career Firefighter or Fire Equipment Operator.
3. Must possess Emergency Medical Technician (EMT) certification and valid driver's license.
4. Selection preference for International Fire Service Accreditation Congress (IFSAC), National Fire Protection Association (NFPA), or International Code Council (ICC) Fire Inspector I or Fire Inspector II certifications. Consideration given to NFPA or ICC Fire & Life Safety Plans Review Certification in addition to, or in lieu of Fire Inspector I or II.
5. Lateral hires compensation will start at the DFM Pay Plan Step 1 and pay will progress as designated in said plan. Lateral hires with 5 years or more of full-time experience as an inspector and hold Fire Inspector 1 certification shall start at Step 5 of the DFM Pay Plan and pay will progress per said plan. After successful completion of probation, those lateral hires that have less than five years but more than two years of experience as an Inspector will have their prior department experience count as longevity towards the next pay step.
6. Assistant Fire Marshal Promotional Requirements for Lateral Hires: Completion of four years' service with the Spokane Fire Department in the classification of Deputy Fire Marshal. Must meet all educational requirements at the time of promotional testing.
7. Fire Marshal Promotional Requirements for Lateral Hires: Completion of one year of service with the Spokane Fire Department in the classification of Assistant Fire Marshal; or completion of five years of service with the Spokane Fire Department in

the classification of Deputy Fire Marshal. Must meet all educational requirements at the time of testing.

8. Lateral hires will be assigned to Fire Prevention and will not work, laterally transfer, demote, or promote into Operations.

9. Promotional and Lateral hiring processes through Civil Service will open alternatively. Preference to internal candidates for each open position will be given.

**Section 12 Sick Leave Buyback:**

**12.1. Sick Leave Buyback Upon Separation:** Accrued sick leave will be bought back at separation and placed into the employee'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

**12.2. Annual Sick Leave Buyback:** Sick Leave hours will continue to accrue beyond the annual maximums at the standard accumulation rate. On the final pay period of the fiscal year, the city shall buy back from the employee fifty percent (50%) of all hours accrued above the maximums at their base pay to include longevity and add-to pays. Such pay will be placed on the member's 3<sup>rd</sup> paycheck of the New Year. The buyback process shall re-set the employee's accumulation to the maximum for the first pay period of the new year.

8-hour employees all hours above 961, 12-hour employees all hours above 1095, 24-hour employees all hours above 1248.

**Section 13 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 14 Special Investigation Unit:**

**14.1 SIU Staff:** The SIU unit shall consist of three (3) Full-time investigators that are assigned to work their normal hours of duty in SIU, and four (4) supplemental investigators. In addition to their regular station assignments, supplementals shall work "On Call" duty assignments for SIU as described here-in.

**14.2 On-Call Duty Assignments:**

a. The hours of one (1) On-Call duty assignment for supplementals shall be as follows:



Any 24-hour period, typically 7:00 am to the following day at 7:00 am

b. All SIU On-Call duty assignments shall be scheduled on a monthly basis by the SIU supervising officer. All SIU staff shall be informed of the dates and inclusive hours of their On-Call duty assignments prior to the start of each month.

c. On-Call duty requires the SIU member so assigned to: (1) be reachable by telephone or other communications device, to receive notification from the SIU supervising officer and/or on scene investigator of an emergency incident requiring an SIU response, (2) be able to respond to the scene in a reasonable amount of time from call out, and (3) refrain from activities which might impair their ability to perform assigned duties if called out.

d. The SIU supervising officer and/or on-scene investigator may request that additional SIU staff that are not assigned to On-Call duty at the time of an incident also respond. SIU staff that are not On-Call shall have the discretion to decide whether to respond to the scene or not.

#### **14.3 Full-time Investigator Hours of Duty and Pay:**

a. 40 hours of work are required during a normal 7-day week.

b. Full-time investigators may be assigned to work emergency call-outs during their scheduled shifts. The scheduled shifts are coordinated by the supervising SIU officer. These shifts are typically Monday through Friday from 7:00 am to 5:00 pm but the supervising SIU Officer has the ability to flex the full-time member's shifts.

c. Full-time investigators shall receive 14% specialty pay.

d. When full-time investigators respond (as requested) to an emergency incident requiring an SIU response outside of their normal working hours, the investigator shall be paid in accordance with the Call Back and Holdover provisions in Article **XVII**, Sections 4.1 and 4.2.

**14.4 Supplemental Investigator Hours of Duty:** While assigned to SIU, supplementals shall work no more than twenty-four (24) On-Call duty assignments per calendar year. If the supplemental begins their assignment term after the start of the calendar year, the 24 duty assignment requirement shall be adjusted on a pro rata basis. Regardless of when the supplemental begins their assignment term, each supplemental shall be assigned an average of two (2), but no more than three (3), On-Call duty assignments per month.

#### **14.5 Supplemental Investigator Pay:**

a. Supplementals shall receive experience pay in accordance with the experience pay structure in Appendix A, Section 1.2.

b. When supplementals respond to an emergency incident requiring an SIU response, whether assigned to On-Call duty at the time of the incident or not, responding supplementals shall be paid in accordance with Article **XVII**, Section 4.1.

c. In the event a supplemental is assigned to fill in for a full-time investigator and work the full-time investigator's normal hours of duty, the supplemental shall be paid in accordance with Section 15.3 for the duration of that assignment.

d. If a supplemental works more than the allotted 24 shifts in a 12-month period, the supplemental shall be paid for each occurrence (an occurrence is defined as 24 hrs.), 8 hours of straight time the second pay period of the following year. If a portion of the occurrence is worked, a corresponding portion of the 8-hr. straight time will be paid (Example: if 12 hrs. of the 24-hr. occurrence is worked, 1/2 of the straight time pay, 4 hours will be paid). The shifts in excess of the allotted maximum are managed by the SIU Supervising officer and shall be forwarded to the payroll clerk on behalf of the supplemental.

e. Supplemental investigators who attain and maintain the International Association of Arson Investigators Fire Investigation Technician (FIT) certification qualifies for experience pay. New Supplemental Investigators will be assigned to days for orientation (for a period not to exceed 14 calendar days) to the Unit and to complete initial training for FIT certification. Once complete the employees will be returned to their normal 24-hour shift. The modification changes the previous requirement for CFEI (National Association of Fire Investigators Certified Fire and Explosion Investigator) certification.

#### **Section 15 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 XVIII - WAGES**

#### **Section 1 Wage Adjustments:**

Each wage adjustment shall be effective the pay period that January 1 falls in for each year. Union dues commensurate with the agreed wage increases shall be forwarded to Union.

2020 (2.5% Increase)  
2021 (3.0% Increase)  
2022 (4.5% Increase)  
2023 (5.0% Increase)  
2024 (4.0% Increase)

#### **Section 2 Wage Scale:**

Appendix A contains the complete wage scale for all Union positions.

### **ARTICLE XIX - INSURANCE**

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

The City's contribution to the benefits trust described in Appendix B will be for medical insurance, life insurance, dental insurance, and VEBA. 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:

2020: \$2115  
2021: \$2200  
2022: \$2289  
2023: \$2379  
2024: \$2474

## **ARTICLE XX - 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 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 employees 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 employees 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.

### **Section 12 Trained Cadre of Citizens:**

These personnel will not perform bargaining unit employees' 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 1 rate, once assigned to shift work the member will be paid at the step 2 rate, once probation is completed the member will be paid at the top step 4 firefighter without longevity.
- f. Lateral hire employees may fill paramedic role without preceptor upon their request with the Medical Director and Fire Chiefs concurrence. The Fire Chief's consideration will include successful completion of the street's tests, positive probationary sub reports and evaluations from the medics and department physician. As a result, approved laterals will immediately receive paramedic pay as outlined in Section 10 of the Collective Bargaining Agreement.

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 utilizing the current approved form found on the portal. 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 employees 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

**15.1 Station Identification:** Individual fire stations 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 employees. 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. Non-consenting employees will be provided the option of clothing items bearing no such IAFF logo.

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 Tobacco Use Restrictions:**

Effective January 1, 2011, as a condition of initial and continued employment as a uniformed employee 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

### **Section 17 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. The Union fully supports a voluntary wellness program and encourages participation by all employees.

### **Section 18 Training Time:**

**18.1 Department Mandated Training:** Department mandated training hours will be compensated at the employee's base pay and/or FLSA overtime rate, if applicable.

**18.2 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 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.

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.

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

### **Section 19 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 20 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 21 Contracting Out:**

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

### **Section 22 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 23 Minimum Staffing:**

Apparatus doing emergency response shall have no less than 2 SFD employees on it, with the exception of the BRU and the Safety Captain. Employees shall not jump from one apparatus to another except for Special Operation team apparatus and brush trucks for wildland calls. All aerial apparatus will have a minimum of 4-person staffing, and engines shall have a minimum of 3-person staffing. The department shall use best efforts to maintain a daily staffing of 69 firefighters in the Spokane Fire Fighters BU. If an employee/company will be gone for more than 8 hours (training, meetings, city business, etc.) they will be backfilled to maintain response capability.

### **Section 24 Administrative Captain Assignments:**

- A. Four Administrative Captain Assignments may be used for Training, Logistics and Staffing. There will be 2 Captains assigned to Training.
- B. The recruitment and selection for the Administrative Captain Assignments will be made from Fire Captain (SPN 938) and is described as:
  - 1. Recruitment within all current Fire Captains (SPN 938). If the position is not filled with this opportunity:
  - 2. Recruitment from the existing (SPN 938) promotional list, in order. Candidates would be allowed one mutual pass-over so that acceptance to the position is voluntary. The employees accepting the assignment will be promoted to Fire Captain (SPN 938). If the position is not filled with this opportunity:
    - i. The Fire Chief can select anyone from the current existing Fire Captain (**SPN 938**) promotional list.
    - ii. Alternatively, other classifications may be considered by exclusive agreement through labor management.
- C. Administrative Captain Assignments will be for no less than 18 months, barring a promotion, demotion or discharge in accordance with the CBA. After the assigned Captain's commitment has been reached, and the Captain requests, they will be transferred to the next open Captain position. The Captain coming out may bump only a Captain that is junior to them and who is the least senior Captain who has not yet served an assignment of Administrative Captain.

Administrative Captain Assignments to Training may be extended beyond 18 months for six (6) months by the Fire Chief to maintain an overlap and continuity of the two assignments in Training.

### **Section 25 Hiring Process Panels:**

The City agrees that the Union shall have the ability to select four employees of its choosing (from any of its bargaining units) to have full and meaningful participation in the interview panel for Entry Level Firefighter and Lateral Entry Firefighter.

The selectees' names shall be given to Fire Administration prior to the interview process.

Should the Union not select personnel to participate in any hiring process, the Union shall not lose the right to do so in future hiring processes.

**Section 26 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.

**Section 27 ARUs:**

1. The parties agree that the current ARU deployment concept shall incorporate two-person ARU staffing and shall be staffed with two employees. This shall be the primary staffing model for all ARU deployment that is part of the Department's standard EMS response.
2. The City agrees to operate all ARU deployment utilizing overtime for anything less than a standard 24-hour shift.
3. The City acknowledges that the ARU assignment is the Unions bargaining unit work. The City agrees that in no event shall it subcontract, transfer, lease, divert, assign or convey, in full or in part, for the provision of any services, operations, functions of the kind, nature or type covered by, or presently performed by, or historically performed by, or hereafter assigned to Local 29 members deployed on ARUs, to anyone outside the bargaining unit, except as mutually agreed to by the City and the Union.

**Section 28 Voluntary Life Insurance:**

The City and the Union, mutually agree to transfer the benefit coverage for voluntary life insurance to the Trust. City will deduct the voluntary life insurance premium as one amount regardless of coverage, and the funds will be transferred to the Trust.

**Section 29 Accommodated Employees:**

MOU 2021-12 and MOU 2021-18 shall remain in effect for the life of this contract unless superseded by a revised agreement.

**ARTICLE XXI - SALARY SAVINGS PLAN**

The City agrees to offer a voluntary retirement incentive to eligible Union employees, 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	\$500	8 years (96 months)

The monthly payment will be paid into a VEBA in the member's name. Employees 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. Employees 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 (in compliance with Section 5). 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 11).

The Union acknowledges and agrees that SAFO employees may also apply for the incentive and that the above eligibility limits represent the total number of employees from both the SFFBU 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 the SFFBU 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) 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 the Union 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 the Union. 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 XXII - 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 XXIII - 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 2020**

**Section 1 Firefighter Salary Plan:**

Probationary (Step 1)	66%
At 1 yr. Anniversary (Step 2)	77%
At 2 yr. Anniversary (Step 3)	88.5%
At 3 yr. Anniversary (Step 4 - 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%

2020 Top Step **FF** hourly rate (2.5% Increase)

08 Hour - \$41.51

24 Hour- \$35.98

2021 Top Step **FF** hourly rate (3.0% Increase)

08 Hour - \$42.76

24 Hour- \$37.06

2022 Top Step **FF** hourly rate (4.5% Increase)

08 Hour -- \$44.68

24 Hour -- \$38.73

2023 Top Step **FF** hourly rate (5.0% Increase)

08 Hour -- \$46.91

24 Hour -- \$40.67

2024 Top Step **FF** hourly rate (4.0% Increase)

08 Hour -- \$48.79

24 Hour -- \$46.45

(note: the 4.0% increase in 2024 is based on the annual wage.)

**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%
Pass Fire Inspector I Test (& obtain Certification)	\$2,500
Pass Fire Inspector II Test (& obtain Certification)	5%
Investigators:	
Full-time	14%

Supplemental Investigators that have attained and maintain CFEI will receive the following experience pay:

Completion of CFEI or FIT Training and Certification	4%
24 - 36 Months	6%
36 - 48 Months	8%
48 - 60 Months	10%
60+	12%

	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%	

**1.3 Base Pay:** An employee's base pay is equal to the regular hourly rate at the appropriate classification (including longevity), plus add to pay, including, but not limited to, paramedic pay, specialty pay and/or certification pay.

**1.4 Pay Estimates:**

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

Monthly: Annual divided by 12

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

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

After January 1<sup>st</sup>, 2024, pay estimates will be as follows

Annual: 24 hour employee= regular hourly rate times 2192.4  
 8 hour employee = regular hourly rate times 2088

Monthly: Annual divided by 12

Bi-weekly: Annual divided by 26.1 or,  
 24 hour employee = regular hourly rate times 84  
 8 hour employee= regular hourly rate times 80.0

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

10 yr. Longevity	104%
Lieutenant	16.8%
Medic	13.0%
Tarp Room (in charge)	4.0%
Total	137.8% times Top Step FF (Step 4 no longevity)

## 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.

### 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 employees, 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.

### Trust Contributions

E 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.

- F. All Trust Contributions must be made to the Trust by the 25<sup>th</sup> 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 1<sup>st</sup> day of the month following date of hire. Upon return from layoff, medical leave, or military leave, eligibility begins the 1<sup>st</sup> day of the month following the return.


- G. 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.


- H. 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.

Dated this \_\_\_\_\_ day of April, 2022.

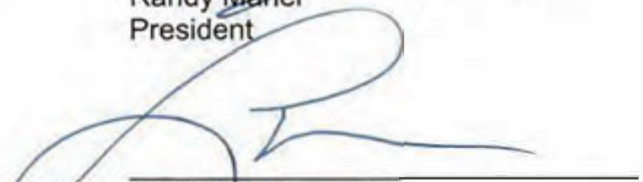
FOR THE CITY OF SPOKANE:

FOR THE I.A.F.F. LOCAL 29 AFL-CIO:

  
\_\_\_\_\_  
Nadine Woodward  
Mayor

  
\_\_\_\_\_  
Randy Marler  
President

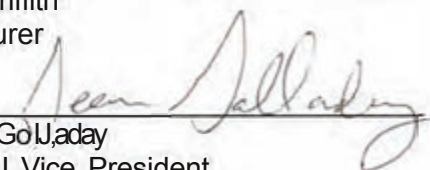
  
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Johnnie Perkins  
City Administrator

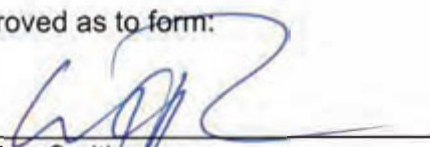
  
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Lee McNamee  
Vice-President

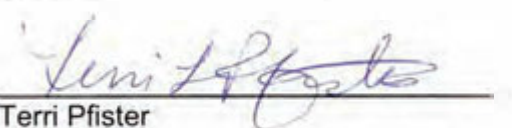
  
\_\_\_\_\_  
Brian Schaeffer  
Fire Chief

  
\_\_\_\_\_  
Dave Kovac  
Secretary

\_\_\_\_\_  
Michael J. Piccolo  
Interim Human Resources Director

\_\_\_\_\_  
Kirk Griffith  
Treasurer  
  
\_\_\_\_\_  
Sean GoUaday  
SFFBU Vice President

Approved as to form:  
  
\_\_\_\_\_  
Lynden Smithson  
Interim City Attorney

Attest:  
  
\_\_\_\_\_  
Terri Pfister  
City Clerk

