

COLLECTIVE BARGAINING AGREEMENT

Between
The City of Spokane
And
The Spokane Association of Fire
Officers (SAFO)
2013-2015

Spokane
FIRE DEPARTMENT



AGREEMENT

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and
The Spokane Association of Fire Officers
(SAFO)**

2013-2015

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AGREEMENT

Between

**THE CITY OF SPOKANE
and
THE SPOKANE ASSOCIATION OF FIRE OFFICERS (SAFO)**

2013-2015

PREAMBLE

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

ARTICLE I - TERMS OF AGREEMENT AND NEGOTIATIONS

This Agreement shall become effective on the 1st day of January 2013, and shall continue in full force and effect through December 31, 2015. Negotiations for renewal of this Agreement shall commence not earlier than April 1st, 2015. Either party may initiate negotiations by written notice to the other party.

ARTICLE II - RECOGNITION

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

ARTICLE III - MANAGEMENT RIGHTS

In matters not covered specifically by language within this Agreement, the City of Spokane management shall have the clear right to make decisions and implement such policies and procedures in such areas on a unilateral basis, and such decisions shall not be subject to the grievance procedure. This does not preclude the Association from bargaining the effects of any said policies and procedures.

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

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

ARTICLE V - DEPARTMENT RULES AND REGULATIONS

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

Section 1 - Code of Ethics: (Spokane City Charter § 36; Municipal Code Chapter 01.04)

Purpose: It is the policy of the City of Spokane to uphold, promote, and demand the highest standards of ethics from all of its employees and officers, whether elected, appointed, or hired. City employees shall maintain the utmost standards of responsibility, trustworthiness, integrity, truthfulness, honesty, and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, including the appearance of impropriety, and never use their City position, authority, or resources for personal gain.

Complaint Process: A complaint that this code of ethics has been violated by a City employee will be filed with the Ethics Committee.

General Prohibition Against Conflicts of Interest: In order to avoid becoming involved or implicated in a conflict of interest or impropriety, or an appearance of conflict of interest or impropriety, no current employee shall have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature, that might be seen as conflicting with the employee's proper discharge of official duties, or the conduct of official City business. No employee of the City may receive any pay, commission, money or other thing of value, either directly or indirectly, because of any contract with the City, except the employee's salary and other approved and/or negotiated benefits.

The following shall constitute violations of this code of ethics:

- Personal interest in contracts, direct or indirect.
- Personal influence in contract selection.
- Private employment or rendering of service when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.
- Disclosure of or use of confidential, privileged or proprietary information which is for other than a City purpose or beyond the scope of the officer or employee's authority or responsibility.
- Improper use of position in which an employee shall knowingly use the office or position to secure personal benefit, gain or profit, or use the position to secure special privileges or exceptions for self or for the benefit, gain or profit, or use

the position to secure special privileges or exceptions for self or for the benefit, gain or profits of any other persons.

- Improper use of City personnel or property for the personal convenience, benefit, gain or profit of the officer, employee, or another.
- Acceptance of compensation, gifts, favors, rewards or gratuity, directly or indirectly, or agreeing to give or receive, any compensation, gift, favor, reward or gratuity for a matter connected with or related to the officer's or employee's services with the City of Spokane.

ARTICLE VI - NON-DISCRIMINATION

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

ARTICLE VII - CITY SECURITY

Section 1: The Association 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 Association 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 Association shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request employees to return to work and attempt to bring about prompt resumption of normal operations. Such

request shall be made in writing with a copy of such written request supplied to the City. The Association 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 Association shall be cause for the City's terminating this Agreement upon the giving of written notice to this effect to the President of the Association 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 Association shall pay a fine not to exceed \$250 per day while such illegal activity is being conducted.

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

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

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

ARTICLE VIII - UNIFORM CLOTHING/QUARTERMASTER

The City shall provide required articles of uniform clothing for those members required to wear uniforms. The Fire Chief shall designate the uniform and articles of clothing provided by the City.

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

ARTICLE IX - PROTECTIVE CLOTHING

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

ARTICLE X - VACATION ALLOWANCE

Section 1 - Vacation Allowance:

<u>Years of Service</u>	<u>24-Hour Personnel Work Shifts Off</u>
Completion of 9 through 18 years during the current contract year	9 shifts
Completion of 19 or more years during the current contract year	11 shifts

<u>Years of Service</u>	<u>40-Hour Personnel Work Hours Off</u>
6-10 years	136
Completion of 11 years	144
Completion of 12 years	152
Completion of 13 years	160
Completion of 14 years	168
Completion of 15 years	176
Completion of 20 years or over	216

Should an employee be on authorized vacation when a holiday occurs, such holiday shall not be charged against vacation leave. All forty (40) hour personnel shall have their vacation accrual adjusted on their anniversary date rather than on January 1.

Vacation scheduling shall be administered by the Fire Chief and agreed to by the Association.

Section 2 - Vacation Carry-over: The maximum accrual of hours shall be as follows: 24-hour personnel 816 hours, and forty (40) hour personnel 656 hours.

The vacation hours accrued shall be paid to the member upon separation or retirement. Proceeds from the sale of vacation will be placed into a member's VEBA account.

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

SAFO members may accumulate vacation leave in excess of the number of hours they are entitled to as 24-hour employees and 40-hour employees. Members at their discretion may elect to sell back to the City up to 48 of their accrued vacation hours yearly. All proceeds from the sale of excess accrued vacation will be placed in the member's VEBA account the first pay period of November. However, no SAFO member shall receive a vacation payout for any amounts in excess of what the collective bargaining agreement, Article X, Vacation Allowances, permits at time of retirement. The exception to this statement would be if a member is forced to retire due to medical reasons or loss of position in City budget cuts, or any special assignment that prevented the member's use of vacation time.

ARTICLE XI - SPECIAL LEAVES

Section 1 - Funeral Bereavement Leaves: In the event of a death occurring in the immediate family of a member of the Association, the said member shall be granted time off without loss of pay provided that the employee attends the funeral or is required to help make funeral arrangements. Time off with pay shall be according to work assignments as follows:

- A. Members who are working twenty-four (24) hour shifts - two shifts off.
- B. Members who work other than twenty-four (24) hour shifts - up to forty (40) hours to be taken off in whole shifts. These shifts can be taken off consecutively or non-consecutively.

In the event of the death of the spouse's immediate family the following applies:

- A. Members who are working twenty-four (24) hour shifts - one shift off. One additional shift if one-way travel is 250 miles or more, or if the employee is helping make the funeral arrangements, for a total of two shifts off.

- B. Members who work a forty-hour (40) week may use up to three days (24 hours). An additional 16 hours may be granted when one-way travel is 250 miles or more, or if the employee is helping make the funeral arrangements.
- C. The immediate family shall be defined to include relatives of the member and member's spouse as follows:
- Children.
 - Mother, father, brother or sister.
 - Grandparents and grandchildren.
 - 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, assumed full responsibility for rearing the member or the member's spouse.
- D. Members may waive any portion of their funeral leave at their option.
- E. Bereavement leaves shall be administered by the Fire Chief.

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

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

Section 4 - Military Leave: In accordance with the Military Selective Service Act, Association members shall be granted time off to meet their required military obligations. Employees who are required by military orders to attend tours of active duty training shall suffer no loss of pay for a period of time not to exceed twenty one (21) days per year for forty-hour (40) employees or eleven (11) shifts for twenty-four (24) hour employees per year within the federal fiscal year of October 1 through September 30.

Employees 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.

Employees whose spouse is a member of the Armed Forces, National Guard or Reserves is eligible for fifteen (15) days of unpaid leave when the spouse is notified of an impending call or order to active duty or has been deployed, or when the military spouse is on leave from deployment.

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

A. Limits on Leave:

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

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

Section 6 - Emergency Leave; Administrative Leave: Twenty-four (24) hour personnel shall have available one (1) twenty-four hour shift per year of personal/emergency leave. Forty-hour (40) personnel will have two (2) days (16 hours) of Administrative Leave to be used for emergencies or crises. This leave cannot be carried over to the following year.

Section 7 - Jury Duty: City employees shall be encouraged to serve jury duty at times when they are called. Employees so called and asked to serve during working hours will suffer no loss of pay. Employees called during the working day, or excused during the day, shall report immediately by phone to their supervisor for instructions as to whether to report for work during the remainder of the workday.

Should an employee working twenty-four (24) hour shifts, or any night shifts, be required to appear for jury selection or jury duty on a day immediately following a day the employee works, that employee shall be excused from the last twelve hours of that shift.

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

Section 8 - Paternity Leave: A LEOFF II member may use up to four (4) paid shifts per occurrence of which one (1) shift may come from their sick leave account and the remaining shifts from vacation for paternity leave, which includes adoption. Non-twenty four hour members may use up to eighty (80) hours of paid leave of which twenty-four (24) hours may come from their sick leave account and the remaining hours from vacation for paternity leave. Paternity leave may or may not be taken consecutively. However, paternity leave must be used within forty-five (45) days beginning at the time of the birth.

ARTICLE XII - GRIEVANCE PROCEDURE AND ARBITRATION

Grievances or disputes which may arise involving the interpretation of this Agreement shall be settled in the following manner.

- A. The Association Grievance Committee, upon receiving a written and signed petition, shall determine if a grievance exists. If, in their opinion, no grievance exists, no further action is necessary. In making their determination the Association shall, unless advised by legal counsel to the contrary, submit the issue to the Fire Chief or to Labor-Management so that the City has the opportunity to present their view of the dispute. The Association or the City may initiate grievances and no grievance shall require the participation of an individual member. The matter must be submitted in writing within thirty (30) calendar days after the occurrence

or when the facts giving rise to the grievance should have been known, whichever is later.

- B. If a grievance does exist, the Association shall, within seven (7) weekdays of determination of a grievance, with or without the employee, present the grievance as follows:

Step 1: To the Fire Chief for adjustment. The Fire Chief must reply within seven (7) weekdays from the receipt of the grievance.

Step 2: If the grievance has not been settled within seven (7) weekdays of the Fire Chief's response, the Association must submit the grievance to the Human Resources Director for adjustment. The Human Resources Director must reply within seven (7) weekdays from receipt of the grievance.

Step 3: If the grievance is not settled within seven (7) weekdays of the Human Resources Director response, the Association must submit the grievance to the City Administrator for adjustment. The City Administrator must reply within seven (7) weekdays from receipt of the grievance.

Step 4: If the grievance is not settled within seven (7) weekdays by the City Administrator's response, the matter must be referred to a meeting of the negotiating committee of both parties. 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 in seven (7) weekdays of the negotiating committee's meeting, the matter shall be submitted to the arbitrator.

Step 5 – Arbitrator: The City and the Association 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. The Association 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 5.1: The arbitrator shall hear the case within twenty (20) weekdays after the case is presented. The arbitrator shall make a written report of his findings to the Association and to the City within fifteen (15) weekdays 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) calendar 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 5.2: Each grievance or dispute will be submitted separately except when the City and the Association mutually agree to have more than one grievance or dispute submitted to the arbitrator.

Step 5.3: The City and the Association 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 above 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.

- C. Time limits as specified in all steps and sections above may be extended by mutual agreement of the two parties.

A "weekday" shall exclude City-recognized holidays.

ARTICLE XIII - HOURS OF DUTY

Section 1 - Twenty-four (24) Hour Personnel: Normal hours of duty shall be twenty-four (24) hours on, seventy-two (72) off. This equates to a 47.19 hour workweek. Debit time owed by each 24-hour SAFO member is 240 hours per year.

Section 2 – Debit Time:

- A. Beginning 2014, up to 120 of the 240 debit hours owed by 24-hour members will be used for draft shift coverage. Members will alternate working overtime shifts and debit time shifts to cover drafts, beginning with an overtime shift. Vacancies created by IMT or MOBE deployment are exempt and will be covered by overtime. Vacancies occurring on holidays will be covered by overtime unless a member chooses to use a debit shift.
- B. If a member uses all 120 shift debit hours, then subsequent vacancies will be covered by overtime shifts. If all 120 shift debit hours are not used, the remaining hours will be used as administrative debit time. The overtime/debit time shift cycle will reset at the first of each year. If the OT budget is depleted before the end of any calendar year, the parties agree to discuss contract cost savings alternatives.
- C. Beginning 2014, 120 debit hours would be used for administrative work, including operational meetings and administrative work following shifts. Only one-half hour of administrative debit time will be used after shifts, rather than the current two hours.
- D. SAFO members with a balance of debit time owed greater than five hours at the end of each calendar year will have their remaining debit time balances greater than five hours deducted from their accrued vacation balances the first pay period of the following calendar year.
- E. SAFO members on sick leave will be deducted two hours of debit time per shift and may use up to four hours per month of debit time to attend ops meetings or classes.

Section 3 - Forty (40) Hour Personnel: Normal hours of duty for forty (40) hour personnel shall be from 8:00 a.m. to 5:00 p.m. except for emergencies and agreed

upon flex time. If there is a need to change shift schedules for a period of time the City shall be allowed to do so and will give reasonable notice of the change. These changes shall be for a minimum of five (5) working days unless otherwise agreed to by the City and the Association.

ARTICLE XIV - HOLIDAYS

Section 1 – Forty (40) Hour Personnel:

Designated Holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving Day
7. Christmas Day
8. Five Floating Holidays
9. Any day that is designated as a legal holiday by a State official who has been granted legal authority to declare such holiday.

Holiday Pay:

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

Floating Holidays:

Floating holidays are established in lieu of scheduled holidays. Five floating holidays are to replace Martin Luther King, Jr.'s birthday, the third Monday in January; Lincoln's birthday, February 12; Washington's birthday, third Monday in February; Columbus Day, second Monday in October; and Veterans Day, second Wednesday in November. The dates of the above holidays will be established by the Washington State Law for Holidays.

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

Section 2 – Twenty-four (24) Hour Personnel:

Designated Holidays:

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

Holiday Pay:

Holiday pay is a premium of one and one-half times the regular rate of pay. This holiday pay premium is divided equally among all twenty-four hour personnel, regardless of whether they actually work the holiday. The premium pay will be calculated at the average rate of pay for Battalion Chief.

This holiday pay will not be calculated into the regular rate of pay for purposes of computing overtime wages. For LEOFF I employees, the amount is excluded from retirement calculations.

Holiday pay will be included in the pay period in which the holidays fall.

ARTICLE XV - SUPPLEMENTAL AGREEMENT

This provision shall be used only for the purpose of discussing non-cost items. 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 Association and City officials.

Should either party, having been notified of the proposed supplemental language, not respond within thirty (30) days, the proposed language shall be considered acceptable and shall be forwarded to the second party for signature.

Supplemental agreements thus completed shall become a part of the larger agreement and subject to all its provisions.

Each agreed upon supplemental agreement will be included in the next negotiated collective bargaining agreement following the effective date of the supplemental agreement.

ARTICLE XVI - GENERAL

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

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

Section 3 - Efficiency and Effectiveness: It is mutually agreed that the City management and the Association shall work together to provide the public with efficient and courteous service, to encourage good attendance of employees and to promote a climate of labor relations that will aid in maintaining and improving upon the high level of efficiency in the Spokane Fire Department.

Section 4 - Tuition Reimbursement: Within the adopted budget and established procedure, the City agrees to reimburse the employee for any approved job related course upon satisfactory completion of the said course. The amount of reimbursement shall be the cost to the member for each credit hour of that approved course; the cost of books, laboratory fees, parking and other related fees shall not be paid by the City. Satisfactory completion of any course shall mean a grade of "C" or better. In order to qualify for tuition reimbursement, the course must be approved by the Fire Chief and the Human Resources Director before the course is taken. The tuition for any university level class shall not exceed the tuition paid for a class at Washington State University.

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

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

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

Section 8 - Post Accident Drug Testing: Should a SAFO member be involved in an automobile accident while driving a City vehicle and there is injury requiring transport to a hospital or death to any party, the SAFO member shall submit to a drug and alcohol test as soon as possible.

If a breath alcohol test is not administered within eight (8) hours following the accident, the supervisor of the driver shall cease attempts to arrange for the test and shall prepare and submit to Fire Administration and the Human Resources Officer, a report stating why the test could not be done within the allotted eight (8) hours. Blood alcohol tests may be used instead of a breath alcohol test when an employee is unable to provide a sufficient amount of breath due to a valid medical reason or a breath alcohol test is not readily available.

If an alcohol test is not completed within eight (8) hours no member of SAFO will be tested per the contract for the said incident.

If a drug test is not administered within thirty-two (32) hours following the accident, the supervisor shall cease attempts to arrange for the test and shall prepare and submit to Fire Administration and the Human Resources Officer, a report stating why the test could not be done within thirty-two (32) hours.

If a drug test is not completed within thirty-two (32) hours no member of SAFO will be tested per the contract for the said incident.

ARTICLE XVII - LEOFF II

Section 1 - Illness Leave:

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

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

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

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

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

D. Buyback of Illness Leave at Retirement: On retirement, forty percent (40%) of accrued LEOFF II sick leave will be placed into the retiring member's VEBA account up to a maximum of 384 hours paid.

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

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

2. When an employee becomes entitled to coverage under Title 51.32.090 RCW, the City shall compensate the employee for the difference between the

employee's Workers Compensation entitlement and the regular salary for a period not to exceed six (6) months per occurrence. Disability leave payments shall cease at the end of the disability should the member return to duty before the six (6) months have passed.

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

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

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

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

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

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

G. Leave Sharing Bank: Illness/sick leave hours accrued over the employee's maximum will be deposited in the illness Leave Sharing Bank. The City and the

Association agree that members approved for leave sharing may draw from the leave-sharing bank or from members donating specifically for member requiring illness/sick leave.

Section 2 - Light Duty: Should an illness or injury prevent a LEOFF II employee from performing their normal job duties until healing occurs, a light duty program exists. Depending on the type of injury or illness and the restrictions placed on the employee by a physician, each case will be considered individually. LEOFF I employees are specifically exempted from any light duty. A LEOFF II employee who accepts light duty will be subject to the conditions outlined below.

Off-Duty: The procedure to request light duty is as follows:

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

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

- A. A light duty assignment will be for a period of not less than 30 days unless the employee is returned to full duty, nor for more than 180 days. Should the employee wish to discontinue light duty, they may do so at any time.

- B. The light duty work will follow a 40-hour work week. Sick time will not be accrued while on light duty, but all other benefits will continue unless otherwise prohibited by law.
- C. Scheduled vacation time can be drawn while on light duty status. Any other absences from work while on light duty must be approved.
- D. By accepting light duty, the employee will be afforded all the protections of this contract.

On-Duty: If an employee is disabled from performing his/her regular duties, but is released by his/her physician for light duty, the following procedures shall apply:

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

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

A LEOFF II employee who accepts light duty should recognize that:

- A. A light duty assignment will be for a period of not less than 30 days unless the employee is returned to full duty, nor for more than 180 days.
- B. The light duty work schedule may follow the employees' regular work schedule at the employee's option. This could be a 24, 12, 10 or 8 hour shift.

The employee/employer may mutually agree to work a different schedule other than their normal one to accommodate specific projects. However, once the employee chooses to work a different schedule, they must remain on that schedule for the entire pay period (except if released to full duty by their physician prior to the end of the pay period). The employee can return to their normal schedule at any time provided they change with the pay period.

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

- C. Sick time will be accrued while on light duty. All other benefits will continue unless otherwise prohibited by law.
- D. Scheduled vacation time can be drawn while on light duty status. Any other absences from work while on light duty must be approved and will be drawn from the employee's sick leave bank.
- E. By accepting light duty, the member will be afforded all the protection of this contract.

Section 3 - Industrial Insurance:

- A. Insurance Coverage: All members hired after September 30, 1977, shall be covered by Industrial Insurance for all injuries that occur during the

employee's working hours. Time loss and benefits shall be in accordance with the regulations established by the Washington State Department of Labor and Industries.

B. Reporting of Accidents:

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

Section 4 - Non-Duplication of Benefits: Should the Legislature improve or add new benefits to LEOFF II members that duplicate benefits provided by the City, the legislative benefits shall prevail. At such time that this should occur, the City will discontinue the duplicated benefits to the members. Members shall receive the greater of the benefits provided by the City and legislative action, but shall not receive benefits from the City that are duplicated by legislative action.

ARTICLE XVIII - SAVING CLAUSE

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

ARTICLE XIX - SALARY COMPUTATIONS

Section 1 - Regular Hourly Rate: A regular hourly rate shall be established for each job classification by dividing the annual salary for that job classification by the average number of hours to be worked in that calendar year

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

Section 3 – Drafts, Callbacks, and Holdovers:

- A. Draft Pay: "Draft" is an assignment to work in a regularly scheduled position for a specified number of hours on one's off-duty shift/day. Subject to the alternating debit/OT arrangement described in Article XIII, Section 2, employees who are required to work on a normal day off shall be compensated at one and one-half times the regular hourly rate for actual hours worked. Actual hours worked shall be rounded off to the nearest one-half hour.
- B. Callback Pay: "Callback" is time worked outside of the employee's regular shift that is not defined as either "Draft" or "Holdover" time. Callback pay shall be 1.5 times the current established rate for Range 48, Step 4, 40 year longevity for a 40 hour Battalion Chief. A minimum of three and one-half (3.5) hours pay at the callback rate listed above shall be paid for callbacks. Actual hours worked shall be paid at the callback rate and rounded off to the nearest one-half hour.

Duty hours for callback pay purposes shall commence when the employee reports to the required location of duty, or if applicable, the assigned time for duty to commence.

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

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

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

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

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

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

Section 7 – Backup Response Chief Plan:

1. Purpose – To ensure that a Chief Officer is available to respond when the scheduled Response Chiefs are committed to an incident, the following "Backup" plan is adopted.
2. Application – All personnel in the classification of Fire Battalion Chief, SPN 940, are included in the Plan.
3. Scheduling – Backup period covers from 1700 hours to 0700 hours, Monday through Friday and 24 hours on Saturday, Sunday and designated Holidays. Each Battalion Chief will be responsible for his/her duty once every 9 weeks.
4. Response Time – When contacted by the CCC, maximum time to be physically present inside the City limits and ready to respond to calls is 20 minutes.

- a. Personnel beyond the 20-minute time frame will initiate voluntary move up at no cost to the City upon notification from the CCC that the department is responding to a working incident. The City also agrees that due to extenuating circumstances (weather, traffic, etc.) delays in response will be acceptable.
 - b. Monday – Friday, 0700 – 1700 (unless the Admin. Offices are closed) Deputy Chiefs and above may serve as the backup Response Chief. If for some reason the Deputy Chief(s) or higher are not available, he/she will ensure coverage from the Battalion Chief pool from the SCS22 “All Call” Page. All other time periods will be covered through scheduling as described above.
 - c. The On-Duty Response Chiefs will determine the need for calling in a backup Chief.
5. Compensation
- a. The Battalion Chief on backup status will receive 8-hours straight time pay at Range 48, Step 4, 40-year longevity for a 40 hour Battalion Chief for the week he/she is backup.
 - b. Any time other than regular scheduled standby time will be paid at the member’s regular pay rate for the hours worked.
 - c. When called back, each Battalion Chief will be compensated per Article XIX Section 3B.
 - d. When a Battalion Chief has coverage Monday – Friday that falls on one of the seven designated holidays, he/she will receive an additional 9 hours straight time at Range 48, Step 4, 40 year longevity for a 40 hour Battalion Chief.
6. The Department will provide a vehicle for the Backup Chief. The Backup Chief may take a designated vehicle home during his/her coverage period.
7. The program will be administered through the Deputy Chief – Operations.

ARTICLE XX - ROTATION

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

ARTICLE XXI - EDUCATION REQUIREMENTS

SAFO and the City agree that the following educational qualifications must be met by Battalion Chief candidates:

1. Before being allowed to take the Battalion Chief Examination, a candidate must complete:
 - a. Two years of service with the City in the classification of Fire Captain (SPN 938), or Training Captain (SPN 947); and
 - b. At least 30 quarter credit hours or 20 semester credit hours from a nationally accredited college or university in subjects that have a demonstrated relationship to the knowledge, skills, and abilities required in the Battalion Chief classification, including but not limited to Fire Command, Fire Administration, Para Medicine and/or Business/Public Administration; and
 - c. The following four courses, or replacement courses accepted by Fire Administration:
 - i. NFA Incident Command/Control;
 - ii. HazMat ICS;
 - iii. ICS 300/400; and
 - iv. ICS L380.
2. The probationary period will be a total of nine months of time worked in the classification of Battalion Chief. The intent of extending the probationary period is to allow for three months of education and six months of field evaluation.
3. A probationary Battalion Chief must complete a total of at least 45 quarter credit hours or 30 semester credit hours in the above-referenced subjects within nine months of appointment to pass probation and retain the promotion.

4. A Battalion Chief must complete a total of at least 60 quarter credit hours or 40 semester credit hours in the above-referenced subjects to attain the top pay range and step for Battalion Chief.

The City and SAFO agree to continue negotiations on educational qualifications for Division Chiefs.

ARTICLE XXII - DEFERRED COMPENSATION

The City's matching contribution shall be 2.75% of a 24-hour Battalion Chief's base wage (Rg 48-Step 4-40 yrs), to a member's contribution to deferred compensation. Matching contributions will be made on a bi-weekly basis.

ARTICLE XXIII – PAY ADJUSTMENTS

Section 1 - Longevity:

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

- A. 5 years of service – 2%
- B. 10 years of service – 4%
- C. 15 years of service – 6%
- D. 20 years of service – 8%
- E. 25 years of service – 12%
- F. 30 years of service – 16%
- G. 35 years of service – 20%
- H. 40 years of service – 24% (maximum)

Section 2 – Pay Schedule:

The salary of Battalion Chief (Range 48) shall be maintained at 19% above that of Fire Captain, Range 44, Step 3 excluding longevity. The salary of Division Chief (Range 49) shall be maintained at 21% above that of Fire Captain, Range 44, Step 3 excluding longevity (calculated at Range 48, step 4, 0 longevity for Battalion Chief and Range 49, Step 4, 0 longevity for Division Chief.)

Section 3 – Step Increases:

Employees promoted to Battalion Chief, Division Chief or other member of SAFO will receive a pay increase equal to thirty-five percent (35%) of the difference between a Fire Captain and a two (2) year, forty (40) hour week Battalion Chief.

At the completion of both six (6) months and twelve (12) months of service, they will receive an additional fifteen percent (15%) of the difference.

At the completion of twenty-four (24) months of service, they will be increased to the top step of a forty (40) hour week Battalion Chief.

At time of promotion 35%

At completion of six (6) months 15%

At completion of one (1) year 15%

At completion of two (2) years 35%

All increases are based on the difference between a Fire Captain and a forty (40) hour week Battalion Chief.

ARTICLE XXIV – SALARY SAVINGS PLAN

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

Section 1 Eligibility and Payment Terms:

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

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

will have access to reimbursement from subsequent monthly contributions for eligible expenses incurred on or after the first day of each subsequent month.

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

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

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

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

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

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

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

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

ATTACHMENT A

Medical and Dental Insurance:

2013 – Association members will continue to pay 15% of total Premera premium and 30% of total Group Health premium. Association members will continue to pay prescription co-pays as follows:

Premera - \$10 for generic medications and \$20 for other medications.

Group Health - \$10 for generic medications and \$30 for other medications.

The City agrees to continue its current fully paid family dental coverage for the PPO dental plan through 2013.

2014 forward – Association members will move to the Local 29 Benefit Trust (see Appendix B to the 2012-2015 Local 29 Contract) with City contributions of \$1566/member/month. The monthly contribution amount would increase by 4% per year thereafter. SAFO would fall under all agreements the City has with the Spokane Fire Fighters Benefit Trust, or any agreement between the City and Local 29 regarding the same.

Medical Savings Account (VEBA):

For all members, the City will contribute “an amount equal to City contributions to Local 29 members VEBA accounts” to a medical savings account (VEBA) to be selected and administered by the Association.

Life Insurance:

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

ATTACHMENT B

SAFO agrees to a department reorganization as follows:

1. Assign duties of the current EMS Division Chief position to the Deputy Chief rank upon retirement of the current EMS Division Chief. The duties now performed by the EMS Division Chief would be amalgamated into the Deputy Chief rank.
2. Effective July 1, 2009 eliminate the Training Battalion Chief assignment and amalgamate the training duties to the Deputy Chief rank.
3. Effective July 1, 2009 create a relief Battalion Chief position. City will staff minimum of 2 BC's per shift upon contract ratification.

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

SIGNATURE PAGE

DATED this 26th day of November, 2013.

CITY OF SPOKANE:

David A. Condon 11/26/13

David A. Condon
Mayor

Theresa M. Sanders

Theresa M. Sanders
City Administrator

Terri Pfister

Terri Pfister
City Clerk

Robert S. Williams

Robert S. Williams
Fire Chief

Heather L. Lowe

Heather L. Lowe
Human Resources Director

Brian Schaeffer

Brian Schaeffer
Assistant Fire Chief

APPROVED AS TO FORM:

Erin Jacobson 11/26/13

Erin Jacobson
Assistant City Attorney



SPOKANE ASSOCIATION OF FIRE OFFICERS:

Clive Jones

Clive Jones
President

Dave Haworth

Dave Haworth
Vice-President

Spokane
FIRE DEPARTMENT