

**COLLECTIVE BARGAINING AGREEMENT**

**BY  
AND  
BETWEEN**

**THE PORT OF SEATTLE**



**AND**

**THE PORT OF SEATTLE FIRE ALARM TECHNICIANS**



**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL UNION NO. 1257**

**March 26, 2024 – December 31, 2024**

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## **PREAMBLE**

This agreement is between the **International Association of Firefighters Union, Local #1257** (hereinafter referred to as the “**Union**”) and the **Port of Seattle** (hereinafter referred to as the “**Port**”). The purpose of the Union and the Port entering into this agreement is to set forth their entire agreement with regard to wages, hours and working conditions so as to promote efficient and uninterrupted performance of Fire Department functions, morale, safety, and security of bargaining unit employees, and harmonious relations, giving full recognition to the rights and responsibilities of the Port, the Union, and the employees, and 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 achieving a high level of efficiency in the Department.

## **ARTICLE 1 – RECOGNITION**

### **Section 1.01 - Exclusive Bargaining Agent**

The Port recognizes the Union as the sole and exclusive bargaining agent for all Port of Seattle Fire Alarm Technicians.

### **Section 1.02 - Union Presentation**

In accordance with RCW 41.56.037, the Union will be given thirty (30) minutes to meet with new employees of the bargaining unit within ninety (90) days of employment at a mutually agreeable time to discuss matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. A Business Representative, Shop Steward, and/or Local Union member will be responsible for the presentation. Only the new employee will be released from duty with pay.

## **ARTICLE 2 - UNION MEMBERSHIP & DUES**

### **Section 2.1 – Union Membership**

The Port agrees to notify the Union of any new employees employed in classifications covered by this Agreement within five (5) business days from date of hire.

A Union member or voluntary financial supporter of the Union may cancel their payroll deduction authorization in accordance with the terms of the Union’s payroll deduction authorization form by giving written notification to the Union. If the Union receives such written notification, confirmation will promptly be sent to the Port by the Union when the terms of the employee’s signed payroll deduction authorization form regarding cancellation have been met. The Port will make an effort to end the automatic dues deduction effective the first pay period but no later than the second pay period after receipt of the written cancellation notice.

### **Section 2.2 – Dues Deduction**

The Port agrees to make a deduction from the paycheck of each member covered by this agreement who has so authorized it by signed notice submitted to the Port, limited to the Union initiation fee and regular monthly dues. The Port shall transmit such fees to the Union once each month on behalf of the members involved. If a deduction error is identified, the error will be addressed as soon as practicable.

### **Section 2.3 – Indemnification**

The Union agrees to indemnify, defend, and hold harmless the Port against any claims made and against any suit instituted against the Port on account of any collection of dues for the Union. The Union agrees to refund to the Port any amounts paid to it in error on account of the collection provision upon presentation of proper evidence thereof.

## **ARTICLE 3 - NON-DISCRIMINATION**

### **Section 3.1 – Union Membership**

There shall be no discrimination, interference, restraint, or coercion by the Port against any employee for activity on behalf of, or membership in, the Union.

### **Section 3.2 – Equal Employment Opportunity**

The Port and the Union will not tolerate Discrimination against any persons on the grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, worker's compensation use, transgender status, political beliefs, or any other protected status as guaranteed by local, state, and federal laws.

The Port and the Union are committed to promoting equity, diversity and inclusion in the workplace. The Port refers to equity as the fair treatment, access, opportunities, and advancement for all people while striving to identify and eliminate barriers that have prevented the full participation of historically oppressed communities.

### **Section 3.3 – Affirmative Action**

The Port of Seattle (Fire Department), is a non-exempt Government Contractor subject to the requirements of Executive Order 11246, as amended and its implementing regulations at 41 CFR Chapter 60. The Port of Seattle Fire Department's commitment to Equal Opportunity and Affirmative Action covers all phases, terms and conditions of employment including: recruiting, hiring, placement, compensation, promotion, transfer, disciplinary measures demotions, layoffs, termination, testing, training, daily working conditions, awards, and benefits.

## **ARTICLE 4 - UNION BUSINESS**

### **Section 4.1 – Bulletin Board Space**

The Port shall provide one bulletin board for the use of the Union in each Fire Station at a convenient location, accessible to employees.

### **Section 4.2 – Visitation Rights**

Authorized representatives of the Union shall be allowed reasonable access to visit work locations of the employees covered by this agreement at any reasonable time or location for the purpose of administering this agreement, investigating possible grievances, or other matters concerning employee-employer relations. Such access shall be permitted in a manner as not to interfere with the functions of the Department or the Port. This section shall apply within the constraints of Federal or State Regulations and Statutes.

### **Section 4.3 – Leave**

Effective upon ratification and execution by the parties, the employer shall make available to the Union a total of sixteen (16) hours of paid leave per annum for the purpose of allowing Union Officials to attend conventions, conferences, seminars and meetings related to contract administration or labor relations training provided that written notification from the Union President is received by the Fire Chief no more than ninety (90) days in advance with two (2) minimum days' notice. Only one person will be allowed to be in Union leave status at any point in time. The employer retains the right to restrict such leave when an emergency exists or such leave would cause a danger to public safety or such leave would knowingly cause overtime, at the time of request.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

### **Section 5.1 – Summary**

The Union recognizes the prerogatives of the Port to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.

The Port reserves any and all exclusive rights concerning the Management and operation of the Department, except as specifically limited in the agreement. In exercise of such rights, it is not intended any other provision of this contract providing a specific benefit or perquisite to the member shall be changed, modified, or otherwise affected without concurrence of the Union.

### **Section 5.2 – Specific and Exclusive Management Rights**

Subject to the provisions of this agreement, the Port reserves the right:

- a. To recruit, assign, transfer, or promote members to positions within the Department, including the assignment of employees to specific jobs;
- b. To suspend, demote, discharge, or take other disciplinary action against members for just cause;
- c. To direct and evaluate the performance of work;
- d. To determine the keeping of records;
- e. To determine the job content and/or job duties of employees, with the condition that job content and job duties are consistent with generally recognized Department functions;
- f. To determine methods, processes, means, and personnel necessary for providing service and Departmental operations, including but not limited to: determining the increase, diminution, or change of operations or fire equipment, in whole or in part, including the introduction of any and all new, improved, automated methods of equipment;
- g. To control the Departmental budget, and if deemed appropriate by the Port, to implement reduction in force;
- h. To schedule work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety, subject to the provisions of this Agreement;
- i. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department; and
- j. To manage and operate its Departments except as may be limited by provisions of this Agreement and applicable law.

### **Section 5.3 – Incidental Duties Not Always Described**

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

### **Section 5.4 – Evaluation**

A procedure and form for employee evaluation will be mutually agreed upon by the Union and Management through the Labor Management Committee. Any changes to the procedures or form must be agreed upon by both parties through the LMC.

## **ARTICLE 6 - LABOR-MANAGEMENT COMMITTEE AND ACCIDENT REVIEW/SAFETY COMMITTEE**

### **Section 6.1 –Labor-Management Committee**

There shall be a Labor-Management Committee consisting of representatives appointed by the

Union and representatives appointed by the Port. This article creates a communication process for the purpose of mutual planning and initiating discussions regarding matters of general concern to employees of the Department as opposed to grievances. It is understood that any matter which has been made the subject of a formal grievance under the terms of the labor agreement shall be excluded from consideration by the Labor-Management Committee under this article. Either the Union or the Port may initiate discussion subjects of a general nature , including employee safety issues affecting the employees in the bargaining unit of the Fire Department. A meeting of representatives of the Port and Union may be requested by either of the parties and they shall schedule such a meeting at a mutually agreeable time and place; provided that, during the term of this agreement, meetings shall normally be scheduled on a monthly or as needed basis. A proposed agenda shall be prepared jointly and distributed prior to each meeting. Minutes shall be taken and a copy shall be distributed among committee members.

## **ARTICLE 7 - SENIORITY**

Seniority shall be retroactive to the date of employment in the Port of Seattle Fire Department bargaining unit after satisfactory completion of the probationary period. Seniority shall be broken only by separation from employment including resignation, discharge, medical separation, or retirement (except as provided by statute for duty disability retirement), or by layoff in excess of thirty-six (36) months.

Employees with the same date of employment in the bargaining unit shall be assigned to the seniority list based on rank order on the hiring list from which they were hired

Seniority shall have no required applications except as specifically provided for in this Labor Agreement.

## **ARTICLE 8 - PERSONNEL REDUCTION**

### **Section 8.1 – Layoff**

In the case of a personnel reduction the employee with the least seniority shall be laid off first except as indicated below. The Fire Chief will have discretion to bypass seniority in those instances where the qualifications of the employee is essential in maintaining the operation of the Port Fire Department. The employees shall be recalled in reverse order of layoff with the last laid off first recalled. An employee's seniority status and recall rights shall be retained for a period of thirty-six (36) months following layoff. The Port agrees to notify an employee a minimum of thirty (30) calendar days prior to layoffs.



**Section 8.2 – Retention of Seniority and Recall Rights**

An employee’s seniority status and recall rights shall be retained for a period of thirty-six (36) months following layoff. Within thirty-six (36) months of a layoff, no new employees shall be hired until all laid-off employees have been sent a written recall notice by certified mail, return receipt requested, and given ample opportunity (within twenty-one (21) calendar days from time the notice was received or returned) to return to work. It is the responsibility of the employee to keep the Port informed of a current mailing address while on layoff.

An employee recalled shall return at the same classification held at the time of the layoff. All recalled employees may be required to attend a refresher course offered by the Department and pass the accompanying evaluation.

**ARTICLE 9 - EMPLOYEE STATUS**

**Section 9.1 – Written Notice**

The Port shall submit written notice to the Union of the following actions affecting employees: demotion, suspension, termination by type (retirement, disability, discharge for cause), and reduction in force.

**Section 9.2 –Seniority List**

The Port shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific articles and sections of this agreement.

**ARTICLE 10 - DISCIPLINE AND DISCHARGE**

**Section 10.1 – Progressive Discipline**

No employee shall be disciplined or discharged without just cause. Except as indicated in Section 10.5 below or for gross misconduct, discipline shall be applied in a progressive manner with the emphasis on constructively improving the employee’s performance rather than just providing punishment. In accordance with: Standards of Performance and Conduct, Corrective Action and Discipline, Port of Seattle HR-18.

**Section 10.2 – Documentation Handling**

The Union shall be provided copies of disciplinary documentation including warning letters, written reprimands, letters of suspension or demotion, and notifications of discharge for cause. Such documentation shall be handled on a confidential basis.

### **Section 10.3 – Departmental Procedure**

The parties agree that discipline is a command function and that the Fire Department may institute a disciplinary procedure separate from this agreement. Decisions on disciplinary matters where the discipline imposed involves discharge, suspension, demotion, or written reprimands shall be subject to the Grievance Procedure as outlined therein (See Article 13) except as provided in Section 10.5 below.

Additionally, the Union and the Port agree that abuses of the Port attendance policy shall not be condoned. The Union will cooperate with the Port to help assure that attendance standard is maintained.

### **Section 10.4 - Workplace Responsibility Investigations:**

Prior to a Loudermill meeting, the IAFF may request a copy of the Workplace Responsibility investigative report and the Workplace Responsibility investigator's interview notes that resulted in sustained findings against the IAFF member that will be used for disciplinary purposes, provided the investigation commenced on or after January 1, 2021.

The Port will provide an unredacted copy of the Workplace Responsibility report to an authorized IAFF representative unless prohibited by law. The Port will also provide a copy of the interview notes unless the Port has concerns regarding the release of the interview notes; in such case, the parties will promptly confer and attempt to resolve the Port's concerns. Each party expressly reserves its legal rights. This provision is not intended to be a waiver of a request for bargaining information or any other rights pursuant to RCW 41.56 or other law.

The IAFF agrees to exercise due care in sharing witness information, including witness identities and statements, and to only use or disclose such information as necessary to carry out its representational duties.

### **Section 10.5 – Probationary Employees**

It is recognized that Fire Alarm Technicians are on probationary status for one year from date of hire. The probationary period may be extended at the discretion of the Fire Chief for the same length of time as the probationary employee has been absent due to bona fide illness or other legitimate reason. The probationary employee shall maintain his/her probationary rate of pay until the employee has successfully completed the probationary period. Disciplinary measures including discharge for failure to meet standards for such employees shall not be subject to the grievance procedure or to the limitations indicated in Section 10.1 above.

The probationary period may be extended at the discretion of the Fire Chief for the same length of time as the probationary employee has been absent due to bona fide illness or other legitimate reason. Fire Alarm Technicians hired from outside the bargaining unit who have not successfully completed the probationary period shall be terminated without recourse to the grievance procedure.

### **Section 10.6 – Union Representative Present**

Any employee subject to an interview which may result in disciplinary action may have a Union Representative present.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

### **Section 11.1 - Grievance Defined**

The purpose of this Grievance Procedure is to establish an effective process for the fair, expeditious, and orderly adjustment of grievances. A grievance is defined as an alleged violation of the collective bargaining agreement. Longstanding conditions which have been mutually accepted through past practice and which are not specifically addressed in this labor agreement shall not be subject to the Grievance Procedure.

An employee aggrieved by a final decision where the discipline involved results in suspension, demotion, discharge, or written reprimand may proceed by filing a written grievance as outlined in Step 2 of this grievance procedure.

### **Section 11.2 - Time Limits**

Except as otherwise provided in this paragraph, the Employee or the Union shall have no more than thirty (30) calendar days from the incident that precipitated the grievance to instigate the formal grievance procedure steps as identified in Section 13.4 below. However, in the event of a pay-roll issue, the time limitation shall be established as thirty (30) calendar days from the letter date the grievance party became AWARE of the grievance.

A grievance not brought within the time limit prescribed in Step 1, or submitted within the time limits prescribed for every step thereafter, shall not be considered timely and shall be void. The time limits prescribed in Section 13.4, Step 2 through 3 may be waived at each step by mutual agreement, in writing, by the aggrieved employee or the Union (in a class grievance), and the Fire Chief or appropriate management representative.

### **Section 11.3 - Informal Resolution**

Before a grievance is filed formally, every effort must be made to resolve differences between the employee and the immediate supervisor. Also, the grievance should be reviewed on an informal basis through the chain of command within the Fire Department.

### **Section 11.4 - Grievance Procedure**

#### **STEP 1**

If the grievance is not resolved informally, the affected employee shall present the grievance to the Union to determine if the grievance shall proceed through the grievance procedure. If the

Union finds that the grievance has merit, the employee shall present the grievance in writing to his or her supervisor. The written grievance at this step and all steps hereafter shall contain the following information:

1. A statement of the grievance and the facts upon which it is based,
2. The alleged violation of the agreement,
3. The remedy or adjustment sought,
4. The signature of the aggrieved employee or the Union.

Unless the previous conditions are met, the grievance shall not be accepted. The employee's supervisor shall issue a written answer within ten (10) calendar days. The written response at this step, and all steps thereafter, shall contain:

1. An affirmation or denial of the facts upon which the grievance is based.
2. An analysis of the alleged violation of the agreement
3. The remedy or adjustment, if any, to be made.
4. The signature of the employee's supervisor or management representative.

## **STEP 2**

If the grievance cannot be resolved at Step 1, it shall be referred in writing to the Fire Chief within (10) ten calendar days after the designated supervisor's answer in Step 1. The Fire Chief, or his/her representative, shall discuss the grievance within ten (10) calendar days with the Union representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced in writing and signed by the Fire Chief and Union. If no settlement is reached, the Fire Chief, or his/her representative, shall give the Department's written answer to the Union within ten (10) calendar days following the meeting.

## **STEP 3**

If the grievance cannot be resolved at Step 2, it shall be referred in writing to the Fire Chief and the Port's Labor Relations representative within ten (10) calendar days after the Fire Chief's answer in Step 2. The Port's Labor Relations representative shall attempt to resolve it and provide a written response within ten (10) calendar days.

## **STEP 4: ARBITRATION**

If the grievance has not been resolved at Step 3, the Union may refer the dispute to final and binding arbitration by notifying the Port in writing of its submission to arbitration within ten (10) calendar days after receipt of the Port's Labor Relations representative written response at Step 3. Within ten (10) calendar days from sending its notice, the Union shall file for arbitration with the Public Employment Relations Commission and select to receive a list of arbitrators or receive the assignment of an arbitrator. If the receipt of a list is selected, within ten (10) calendar days after receipt of the list, after flipping a coin to see which party goes first, the Union and the Port shall alternately strike the names on the list, and the remaining name shall be arbitrator. Alternatively, the parties may mutually agree upon an arbitrator instead of obtaining a list from PERC. The parties may mutually agree to submit the grievance to mediation prior to arbitration by filing a joint request for mediation with the PERC.

The hearing on the grievance shall be informal and the rules of evidence shall not apply. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issue or issues presented; and shall confine his/her

decision solely to the interpretation, application, or enforcement of this agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration, and shall have no authority to determine any other issues not submitted to him/her. The decision of the arbitrator shall be final and binding upon the aggrieved employee, Union and Port. The Port and the Union shall share equally the fees and expenses of the arbitrator.

Each party shall bear its own costs of presenting grievances and/or arbitrations under this agreement including attorney's fees.

## **ARTICLE 12 - POLICY AND PROCEDURES**

The Union agrees that its members shall comply with all Fire Department Policies and Procedures including those relating to conduct and work performance. Prior to implementation of changes in Policies and Procedures the Port agrees to discuss the intended changes with the Labor-Management Committee.

## **ARTICLE 13 - HOURS OF WORK AND OVERTIME**

### **Section 13.1 – Workweek**

Fire Alarm Technicians shall work a forty (40) hour work week.

### **Section 13.2 – Change in Starting and Stopping Time**

Employees may work a flextime schedule if approved by the Chief and in conformance with Port Policy.

- a. Alternate work schedules, including a 4/10 day shift, shall be established in Fire Department Policy.
- b. When emergency conditions exist, the Port may change starting and stopping times. The Port will notify the Union as soon as feasible under the circumstances.

### **Section 13.3 – Light Duty**

When an employee is unable to perform his/her regular duties due to injury or illness, the employee shall be assigned temporarily to special duty for a maximum of six (6) months duration from the date of injury or illness. All light duty assignments may be extended beyond the six (6) month period on a case-by-case basis at the discretion of the Fire Chief.

It will be the mutual objective of the parties to return disabled employees to work as quickly as possible when return to work is clearly appropriate from a medical standpoint in compliance with State of Washington Disability and Retirement Statutes.

### **Section 13.4 – Overtime**

In the event a need for overtime occurs, the employee shall be paid at the overtime rate (1½) for work performed outside the employee’s normal assigned hours.

All overtime compensation must be authorized by the Chief or his/her designee in advance.

Work-related phone calls taken outside of the employee’s normal assigned hours shall be considered overtime.

When an overtime phone call is answered between the hours of 8:00 AM and 7:59 PM, the employee shall receive 15 minutes of overtime pay regardless of the duration or number of calls within the 15 minute period beginning at the time of call. If a call extends beyond the initial 15 minutes, the call duration shall be rounded up to the next 15 minute increment for purposes of calculating overtime. Once the overtime period has elapsed, additional phone calls shall start a new 15 minute period subject to the same calculation procedure.

When an overtime phone call is answered between the hours of 8:00 PM and 7:59 AM, the employee shall receive 30 minutes of overtime pay regardless of the duration or number of calls within the 30 minute period beginning at the time of call. If a call extends beyond the initial 30 minutes, the call duration shall be rounded up to the next 30 minute increment for purposes of calculating overtime. Once the overtime period has elapsed, additional phone calls shall start a new 15 minute period subject to the same calculation procedure.

Except as specified below, overtime compensation shall not be duplicated or pyramided or paid during an employee’s normal assigned hours.

Phone calls during scheduled vacation: When an employee receives and accepts a work-related phone call during scheduled vacation hours, the overtime rules for phone calls shall apply. The employee shall be charged vacation time and receive overtime compensation simultaneously. Alternatively, at the employee’s sole discretion, the employee can elect instead to cancel vacation hours used and receive straight time pay for the covered time.

### **Section 13.8 – Call Back**

If an employee is called back to work on site outside of his/her normal schedule, such employee shall receive a minimum of four (4) hours compensation at the overtime rate. The number of hours the employee is called back to work shall be based upon the nature of the call back.

- a. For pre-scheduled call back assignments outside of the employee’s regular work schedule, compensation will start when the employee begins work at the work site.
- b. For unscheduled call back assignments requiring immediate return to the work site, compensation will start at the time the employee is called back and will include time spent traveling to the work site. Management reserves the right to use its discretion in such

unscheduled call back assignments and may give consideration to the amount of time an employee will require to report and the distance s/he will need to travel.

#### Section 13.9 - On Call Status

Fire Alarm Technicians will be on-call to address the operational needs of the Fire Department as provided in Fire Department policy.

#### **Section 13.10 – Calculations of Hourly Rates**

When calculating the hourly base rate of pay which shall apply to said excess hours of work, the established monthly salary shall be multiplied by twelve (12) to obtain the annual salary which shall then be calculated in the following manner:

- a. 8-hour and 10-hour day shifts shall be divided by two thousand eighty (2,080) (40 hours/week x 52 weeks/year = 2,080 hours per year).

### **ARTICLE 14 - JURY DUTY/SUBPOENAED WITNESS**

#### **Section 14.1 – Compensation Conditions**

When an employee is called for and serves as a subpoenaed witness on Port-related cases or on jury duty, that employee shall, during such service period, receive full regular compensation from the Port. Port compensation for service as a subpoenaed witness on Port-related cases only applies to absence from regularly scheduled work hours and does not apply to individual members bringing suit against the Port.

#### **Section 14.2 – Limited Overtime Conditions**

Employees serving as a subpoenaed witness of a Port-related case will be compensated at the overtime rate, for time worked outside of the normally scheduled work time. Employees serving on jury duty shall remain on regular pay for on-duty hours served. Overtime is not provided for off-duty jury participation.

### **ARTICLE 15 - SICK LEAVE AND DISABILITY**

#### **Section 15.1 – Use of Sick Leave**

Use of Sick Leave is limited to authorized absence due to employee or immediate family member illness or injury. For the purposes of this Section, the definition of immediate family member shall conform to local, state, and federal law.

Departmental management may require a health care provider's statement to justify the use of sick leave and/or to determine that an employee's return from absence due to illness or injury is sanctioned by the attending health care provider, to the extent provided by law. Nothing herein shall undermine the right of the Port to require an employee to show valid and satisfactory proof of illness or injury anytime sick leave or disability leave is used. Misrepresentation of any material facts in connection with paid sick leave or disability leave by any employee will constitute grounds for disciplinary action up to and including discharge.

In any case where an employee is entitled to benefits under State Worker's Compensation Act as it now defined, providing payments to injured or disabled workers, the Port shall pay only the difference between the benefits received by such employees and their regular rate of compensation shall be limited to the period of time that such employee has accumulated sick leave and in compliance with applicable law. The Port may require the employee to furnish medical proof, or to submit to a medical examination by a Port appointed physician at the Port's expense to determine whether a subsequent injury or illness is new and separate or an aggravation of a former injury or illness.

### **Section 15.2 – Sick Leave Coverage – Bargaining Unit Members**

Sick leave accruals shall be based on a pro rata share of a full-time work schedule (compensated time) and shall be computed based on the following hours in a work shift;

- b. Members who work 40-hour schedules shall accrue 10.2 hours per month of sick leave.
- c. These accruals shall commence from the date of employment. Sick leave accruals may be used following 30 days of continuous employment.
- d. Sick Leave for employees hired after January 1, 2005 may be accumulated up to 1,440 hours.

The Port will continue to identify the portion of accrued sick leave that is available for use according to the minimum requirements of the Washington Paid Sick Leave Law on each employee's paycheck (e.g., one hour of accrued sick leave for each 40 hours worked by eligible employees). This is not an additional accrual amount. It is a designation of a portion of current accrual amounts. Employees shall be entitled to carryover no more than forty (40) hours of Washington Paid Sick Leave into the following year, provided that any amount over the maximum will be maintained as general sick leave available for use under the terms of this Agreement.

### **Section 15.3 – Sick Leave Upon Termination**

After five (5) years of service, bargaining unit members, upon termination of employment, shall receive compensation for 50% of their unused sick leave.

### **Section 15.4 – Disability**



Duty disability coverage and non-duty disability coverage shall be as follows:

- a. Duty disability coverage for LEOFF, Plan II, Employees shall be provided by the Port of Seattle at 100% coverage as provided by the State Industrial and Workers' Compensation Act and Appendix B, Duty Disability Supplement.
- b. Non-Duty disability for LEOFF, Plan II, Employees shall be provided by sick leave as stipulated in this Article and by insured disability benefits as may be agreed to between the Union and the Port. There shall be no duplication of coverage under sick leave and insured benefits.
- c. When combined with such other benefits, accrued sick leave may be applied up to but not to exceed the employees' regular pay rate.
- d. Any employee who is receiving both (1) insured non-duty disability benefits from the WSCFF/Standard disability program and (2) employer provided paid leave, shall be required to promptly remit payment of any WSCFF/Standard disability benefits to the employer to buy-back paid leave used while on such non-duty disability. Leave shall be bought back hour-for-hour, based on the respective employee's rate of pay. Employees will not be able to buy-back more leave than what was used while on such non-duty disability.

#### **Section 15.5 – Extended Coverage (Duty Disability)**

Employees who qualify for payments under RCW 51.32.090 due to temporary total or partial disability may be continued as an employee beyond the six (6) months from the date of injury or illness, subject to the following conditions:

- a. Such employee(s) will be required, at the request of the employer any time during the disability, to be available for periodic medical examinations by a physician selected by the Port; and,
- b. Such employee(s) will perform light duty tasks, subject to the approval of the employees physician who has determined light duty work appropriate utilizing the ports Job Analysis Forms FDJA-1-98 and FDJA-2-98; and,
- c. Such employee(s) within a reasonable period of time, has the potential of returning to his/her regular job based upon competent medical examinations provided in "a" above.

#### **Section 15.6 – Extended Coverage (Non-Duty Disability)**

Employees who are unable to perform their regular job(s) as a result of a non-occupational illness or injury may be continued as an employee beyond six (6) months from the date of injury or illness subject to the following conditions:

- a. Such employee(s) will be required, at the request of the employer any time during the disability, to be available for periodic medical examinations by a physician selected by the Port; and,
- b. Such employee(s) will perform light duty tasks, subject to the approval of the

- employees physician who has determined light duty work appropriate utilizing the ports Job Analysis Forms FDJA-1-98 and FDJA-2-98; and,
- c. Such employee(s) within a reasonable period of time, has the potential of returning to his/her regular job based upon competent medical examinations provided in “a” above.

### **Section 15.7 – Family Medical Leave Act (FMLA) and Family Care Act (FCA)**

An employee will be permitted to use accrued time off when on leave as provided by the FMLA and FCA while adhering to the Port of Seattle Policy.

The Port shall comply with the requirements of the Washington Paid Family and Medical Leave Act and shall have full discretion on meeting those requirements (e.g. Voluntary Plan), which shall not be subject to the grievance procedure or to any other provision of this Agreement or to negotiation by the Union. However, the Port agrees to provide to the Union advance notice of how the Port intends to comply, and when and if there are any changes.

Effective upon ratification between the parties and the execution of the agreement, the Port will pay the employee portion of the premium associated with this provision.

### **Section 15.8 – Shared Leave**

On a voluntary basis and in accordance with procedures outlined in Port Policy/Procedure HR-5, Leaves, employees may donate accrued leave to benefit other employees who are suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to take leave without pay or terminate his or her employment.

Any employee may donate any amount of vacation, sick leave, or pooled leave. In accordance with HR-5, Shared Leave will be paid at the recipient’s own rate of base pay. Donated leave shall be designated to a specific individual. Donations and requests for shared leave will be coordinated in Human Resources.

### **Section 15.9 – Attendance Incentive**

Any employee who has completed one year of continuous employment without any absence from work except as provided below will receive an attendance incentive of two hundred fifty dollars (\$250.00).

- a. For the purpose of this provision, any absence except the following will disqualify an employee from the attendance incentive, i.e., absences as a result of:
- 1) Vacation (Article 19)
  - 2) Holidays (Article 20)
  - 3) Bereavement Leave (Article 21)

- 4) Military Leave (Article 24)
  - 5) Jury Duty (Article 16)
  - 6) Subpoenaed Witness Service on a Port related case (Article 16)
  - 7) Time Off for Appointments (Article 22)
  - 8) FMLA Leave (Article 17)
  - 9) Effective January 1, 2018, the first .025 per hour worked of paid sick leave.
  - 10) Other leave as protected by law
- b. A qualifying year, for the purposes of the attendance incentive, will be accounted for on an individual basis. The year will be measured starting on the first of the calendar month following the date the last disqualifying employee absence occurs until the first of the calendar month one year later.
  - c. The employee will be paid their incentive within a reasonable time following their qualifying year.
  - d. The Fire Department logbook and payroll hours will be used to determine eligibility.

#### **ARTICLE 16 - PENSIONS**

The Port shall continue coverage for employees covered by this Agreement under the Washington State Public Employees Retirement System.

#### **ARTICLE 17 – PAID PARENTAL LEAVE**

The Port shall provide Paid Parental Leave to members of this bargaining unit. Eligibility, participation and terms of the Paid Parental Leave shall be as provided to non-represented employees as outlined in Port policy HR-5. The Port may change or modify its paid parental leave policy and/or procedure. If the Port desires a change/modification, the Port agrees to provide the Union with advance notice of any change.

#### **ARTICLE 18 - VACATION**

##### **Section 18.1 – Rates of Accrual**

Vacation accruals shall be based on a pro-rata share of a full-time work schedule (compensated time) and shall be computed based on a forty(40) hour work week.

- a. Based on the first day of employment from the first full month to and including the thirty-sixth (36th) full month of continuous employment, employees shall accrue vacation as follows:  
  
.0468 hours per straight-time hour paid  
(.049 x 2,080 annual hours = 102 hours or 12.75 shifts)
- b. From the thirty-seventh (37th) full month to and including the one hundred thirty-

second (132nd) full month of continuous employment, employees shall accrue vacation as follows:

.07 hours per straight-time hours paid  
(.0736 x 2,080 annual hours = 153 hours or 19.125 shifts)

- c. After the completion of eleven (11) years of continuous employment starting with the one hundred thirty-third (133rd) full month, employees shall accrue vacation as follows:

.0936 hours per straight-time hours paid  
(.098 x 2,080 annual hours = 204 hours or 25.5 shifts)

- d. After the completion of fifteen (15) years of continuous employment starting with the one hundred eighty-first (181st) full month, employees shall accrue vacation as follows:

.1123 hours per straight-time hours paid  
(.1178 x 2,080 annual hours = 245 hours or 30.625 shifts)

### **Section 18.2 – Limits on Accumulating Vacation Leave and Cash Out**

Vacation leave accumulation for all employees covered under this Agreement shall be limited to a maximum accrual for five hundred seventy six (576) hours. Any vacation leave accruals exceeding this maximum accrual cap shall be forfeited and not subject to cash out and/or use. Employees shall be responsible for monitoring and taking vacation leave in order to avoid any forfeiture of leave. Any unused vacation leave at or under the five hundred seventy six (576) hour accrual cap may be cashed out by the employee.

Effective one hundred eighty days (180) after the ratification of the agreement, employees may cash-out vacation time in accordance with the standards and procedures that are in effect as of September 1, 2017 for the cash out of paid time off (PTO) as applied to non-represented employees. The Union shall be notified in advance of changes to the limits and procedures affecting PTO cash out and provided the opportunity upon request to bargain pursuant to RCW 41.56.

Management shall be responsible for encouraging and allowing proper scheduling for employees taking annual leave in order to avoid any forfeiture of vacation leave.

### **Section 19.3 – Scheduling of Vacation Leave**

At any time after the successful completion of six-months continuous employment, employees may request and use vacation leave of up to the number of hours accrued at the time of the desired vacation date subject to the approval of the Fire Chief or designee.

Additionally, requests for approval of vacation schedules shall be made to the Battalion Chief of Fire Prevention or his/her designee. The final approval discretion regarding specific vacation schedules rests with the Fire Chief or his/her designee. Payment for vacation leave may be made only to the extent of unused vacation accruals at the time of the leave.

**Section 19.4 – Payment for Vacation Leave at Termination**

Upon termination of employment, regular permanent employees shall receive pay in lieu of unused vacation based on the maximum accrual and other limitations stated in this Article.

**ARTICLE 20 - HOLIDAYS**

**Section 20.1 – Designated Holidays and Eligibility**

Effective upon ratification and execution by the parties, the following holidays shall apply to Fire Alarm Technicians :

<u>Holiday</u>	<u>Normal Date of Observance</u>
New Year’s Day	January 1
Martin Luther King Jr. Day	Third Monday of January
Washington’s Birthday	Third Monday of February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday of September
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Fourth Friday of November
Christmas Day	December 25
Three (3) Floating Holidays	2 Port-designated 1 Employee-designated

Time off in lieu of holidays shall be scheduled at a time the employer finds most suitable after considering the wishes of the employee and the requirements of the Department.

Members assigned to day shift during the first quarter of the year and expected to be assigned for at least the duration of the year shall be eligible for all three floating holidays Members assigned to day shift after the first half of the payroll year shall receive one employee designated floating holiday.

. It is not the intent of this language to work any Port employee on a Port designated holiday.

The Port shall notify Local 1257 of the Port designated floating holiday(s) from the Port

Payroll/Holiday calendar no later than December 15<sup>th</sup> of the previous year.

For the term of the contract, in those years where there is only one (1) Port designated holiday listed on the Port Payroll/Holiday calendar, Day Shift Fire Alarm Technicians will receive two (2) Employee designated holidays. The latter will be in exchange for one (1) of the Port designated holidays that is not listed on the Port Payroll/ Holiday calendar. In no event shall the total number of floating holidays exceed the total of three (3) as currently provided in Article 20.1 of this Article.

### **Section 20.2 – Overtime Application**

Effective upon ratification and execution by the parties, in addition to eight (8) or ten (10) hours holiday pay, Fire Alarm Technicians who work on the holiday will also receive time and one-half for hours worked.

### **Section 20.3 – Day of Observance**

When a holiday falls on a Sunday, the following Monday will be observed. When a holiday falls on a Saturday, the preceding Friday will be observed.

### **Section 20.4 – Personal Holiday**

At least 24 hours advanced notice and the Fire Chief or his/her designee's approval is required for the personal holiday. Eligibility for the personal holiday is not established until after the first six (6) months of employment. An employee shall receive no extra pay for not taking a personal holiday, unless directed by the Fire Chief to work on the day scheduled and no other day off can be scheduled before year-end. A terminated employee shall not receive pay for a personal holiday not taken prior to the last day worked. (Also see Section 19.1 for language on pro-rated eligibility.)

### **Section 20.5 –Day Shift Holidays**

For employees who are working flexible or 4/10 schedules and a holiday occurs on the employee's normal day off, that normal day off will be treated as a weekend holiday and designated on either the first or last day of the said employee's work week depending on when the holiday occurs.

## **ARTICLE 21 - BEREAVEMENT/EMERGENCY LEAVE**

### **Section 21.1 – Bereavement Leave**

At the discretion of the Fire Prevention Battalion Chief, from one (1) to five (5) days for day shift personnel, or from one (1) to three (3) shifts for 24-hour personnel per bereavement which shall not result in compensation for more than the number of hours in any normal workweek may be

granted to employees who have been employed for thirty or more days of uninterrupted service and who have suffered the loss by death of a member of their immediate family. Individual circumstances such as the distance to the funeral and the extent of employee involvement with the arrangements for the deceased shall be considered in determining the number of days to be granted an employee.

For the purposes of this Section, immediate family is defined as: the employee's spouse or domestic partner; the employee's (or employee's spouse or domestic partner's) parents, child, sibling, grandparent, grandchild; or a sibling's spouse or domestic partner, or as agreed to by the Fire Chief.

### **Section 21.2 – Emergency Leave**

Emergency leave will be authorized in accordance with policy 205.

## **ARTICLE 22 - TIME OFF FOR APPOINTMENTS**

After completing their probationary period, employees who are scheduled to work forty (40) hours per week, may be granted brief periods of paid time off for medical, dental, or other personal business appointments (such as appointments with attorneys) which could not be arranged during non-working hours. The Fire Chief or his/her designee may authorize time off for not more than twelve (12) hours each during a calendar year.

A member must work on a day shift assignment for a minimum of two months prior to applying for time off. Members being transferred to day shift with prior appointments shall be given reasonable consideration.

## **ARTICLE 23 - EDUCATIONAL REIMBURSEMENT**

### **Section 23.1 – Required Job-Related Course Work Requested by Department Management**

When directed by Departmental management, the cost of course work or training related specifically to improvement of job situation shall be paid for entirely by the Port.

### **Section 23.2 – Employee Initiated Requests for Job-Related Course Work**

Upon completion of the probationary period, employees enrolled in training or course work specifically related to improvement of job situations within the Department will be eligible for reimbursement of tuition costs. Only the tuition costs for such instruction shall be reimbursed on the following basis:

- a. Approval prior to commencing course was obtained in writing from Departmental management.
- b. The course was completed with a grade “C” or better.

- c. The tuition bill is to be submitted to the Port to verify tuition costs as an attachment to the employee's expense claim form
- d. The reimbursement rate, limited to tuition only, is 50% for employees with seniority status up to four (4) years of continuous employment and 75% after four (4) years of continuous employment.
- e. Employees requesting outside training, securing expenditure of Port funds may, at the discretion of the Fire Chief, be required to reimburse the Port should they fail to attend.

Additionally, bargaining unit members will be eligible to apply for College Degree Completion support under the terms of HR-12. The parties understand and agree that HR-12 is subject to revision by Port Human Resources & Development.

### **ARTICLE 24 - MILITARY LEAVE**

Military leave shall be provided as stated in the Port of Seattle "Wage and Benefit Resolution - #2810" Section 5, in accordance with RCW 38.40.060.

### **ARTICLE 25 - INSURANCE**

The following insurance is provided for employees in the bargaining unit and for their dependents:

#### **Section 25.1 – Medical**

#### **Northwest Fire Fighter Benefit Trust- Plan \$100**

Effective January 1, 2018, on the first of the month following the date of hire, all active full time, part time and other employees regularly scheduled to work twenty one (21) or more hours per week will receive insurance coverage for themselves, their spouse/partner, and eligible dependents on the Northwest Fire Fighters Benefit Trust 100 Health Plan. The employer will pay the full premium cost for the employee.

Effective January 1, 2018, the employee will be responsible for paying a portion of the premium for his/her spouse/partner and dependents as follows:

- a. Employee Only - \$00.00
- b. Employee & Spouse/Partner - \$64.06
- c. Employee & Child - \$34.19
- d. Employee & Children - \$52.18
- e. Employee & Spouse/Partner & Child - \$98.26
- f. Employee & Spouse/Partner & Children - \$116.25



Effective January 1, 2019 and for the term of the agreement, any increase in the annual medical premium rate will be added to the 2018 employee with dependents premium share contribution and shared by the employee with dependents and the Port in the following way: The Employee with dependents and the Port will contribute 50%-50% of the annual percentage increase up to an employee with dependents share of 10% of the total monthly base rate.

For example, if the annual premium increase for 2019 is ten percent (10%), the 2019 premium sharing amounts will be increased by five percent (5.0%) as follows:

- a. Employee Only - \$00.00
- b. Employee & Spouse/Partner - \$67.26 (64.06 x 1.05)
- c. Employee & Child - \$35.90 (34.19 x 1.05)
- d. Employee & Children - \$54.79 (52.18 x 1.05)
- e. Employee & Spouse/Partner & Child - \$103.17 (98.26 X 1.05)
- f. Employee & Spouse/Partner & Children - \$122.06 (116.25 X 1.05)

Once the employee with dependents contribution has reached 10% of the total monthly base rate, future increases shall be split 10% by the employee with dependents and 90% by the Port for the duration of the agreement.

Employee costs shall be by payroll deduction. Changes made by the Northwest Fire Fighters Benefits Trusts to the rates or benefits provided under the 100 Health Plan are not subject to negotiation during the term of the Collective Bargaining Agreement.

**Northwest Fire Fighter Benefit Trust- Plan \$1500**

Effective January 1, 2023, on the first of the month following the date of hire, all active full time, part time and other employees regularly scheduled to work twenty-one (21) or more hours per week will receive insurance coverage for themselves, their spouse/partner, and eligible dependents on the Northwest Fire Fighters Benefit Trust 1500 Health Plan. The employer will pay the full premium cost for employee coverage. The employee will be responsible for paying 10% of the premium for his/her spouse/partner and dependents.

Any increase in the annual medical premium rate for dependents exceeding 8% will be shared 50/50 by the employee with dependents and the Port for the term of the Agreement in addition to the premium paid by the employee. For example, if the Employee & Children total premium increases by more than 8%, the 90/10 premium share will apply to the dependent portion of the premium up to an 8% increase of that portion, and any dollar amount above that will be shared 50/50 for the term of the Agreement. For illustration:

	Year 1	Year 2
Employee Only Coverage	\$500	\$550
Employee + Spouse Coverage	\$750	\$825

In Year 2, the portion of the premium attributed to dependent coverage increases from

\$250 (\$750-\$500) to \$275 (\$825-\$550). This is an increase of 10%. The dollar amount exceeding 8% is \$5.00, which will be paid 50/50 by the Port and the employee paying \$2.50 more each.

Employee costs shall be by payroll deduction. Changes made by the Northwest Fire Fighters Benefits Trusts to the rates or benefits provided under the 1500 Health Plan are not subject to negotiation during the term of the Collective Bargaining Agreement.

**NWFFT Plan \$1500 VEBA**

Effective upon ratification and execution between the parties, each employee participating in the NWFFT Plan \$1500 will have a VEBA account established in their name. The VEBA will be accessible after separation in accordance with IRS rules. Survivorship rights will be in accordance with IRS rules and the VEBA plan. The Port will cover the administrative cost of the VEBA account and in addition contribute the following annual amounts to enrolled employees' VEBA.

Employee Only	\$2000
Employee with Dependents	\$4000

The Port will make an annual contribution no later than the second pay cycle in January to each participating employees' VEBA beginning in 2023 through the duration of the Agreement.

Employees joining the Fire Department in 2023 or later will receive a prorated contribution with the first contribution becoming effective the same month the employee becomes eligible for health insurance. For example, an employee who becomes eligible for health insurance in July will receive six months of the annual VEBA contribution.

Annual VEBA contributions will be based on employee or dependent status of an employee enrolled in the \$1500 Plan at the time of the VEBA contribution. VEBA contributions will not adjust mid-year in the event of dependent status changes. If a VEBA contribution will exceed any applicable IRS limit or trigger the Affordable Care Act excise tax, the parties agree to reopen this agreement to bargain avoiding the tax.

If an employee separates service with the Port for any reason during the year, any VEBA amount paid for the month(s) in which the employee was not in paid status will be recovered from the employee's final paycheck(s). For example, if employee separates service on June 30, six (6) months of VEBA payments will be recovered. If the employee separates on July 1, five (5) months of VEBA payments will be recovered.

The parties agree that six months prior to the expiration of this Agreement, the Port may reopen this Agreement to discuss the timing of the Port's funding of the VEBA.

**Section 25.2 – Dental**

On the first of the month following the date of hire, employees will receive insurance coverage for

themselves, their spouse/partner, and eligible dependents on the Northwest Fire Fighters Benefit Trust under Dental Plan 7. The employee will be responsible for paying a portion of the premium for his/her spouse/partner and dependents as follows:

Employee Only	\$0 of total monthly premium
Employee & Dependents	6.0% of total monthly premium

Premium increases that exceed eight percent (8.0%) each year will be paid at fifty percent (50%) by the Port and fifty percent (50%) by the employee for the term of the agreement in addition to the premium paid by employees in the bargaining unit noted above.

Employee costs shall be by payroll deduction. Changes made by the Northwest Fire Fighters Dental Trust to the rates or benefits provided under the Northwest Fire Fighters Dental Trust Plans are not subject to negotiation during the term of the Collective Bargaining Agreement.

### **Section 25.3 – Life Insurance**

Life insurance for employees, their spouse/partner, and eligible dependents will be provided on the Association of Washington Cities Plan C.

### **Section 25.4 – A.D. and D (Accidental Death and Dismemberment**

Association of Washington Cities – Plan C – (coverage included as a rider under the Life Insurance policy).

### **Section 25.5 – L.T.D. (Long Term Disability)**

The Union will provide Long Term Disability (LTD) coverage for employees covered under this Agreement, through the WSCFF Disability Program (underwritten by Standard Insurance Company), via Port payroll deduction from each employee's second (2<sup>nd</sup>) monthly paycheck. Employees shall be responsible for paying one hundred percent (100%) of premiums for LTD coverage. The Union shall be responsible for any overages or shortages in premiums. The Union shall also be responsible for liaising with the broker(s) for employees' LTD coverage. The Port will remit LTD premiums to the Union in a similar manner as the Port remits employees' Union dues.

### **Section 25.6 – Alternate Insurance**

- a. The Port agrees to discuss and consider in good faith any alternate insurance plans the Union may submit to the Port during the term of this agreement.
- b. The parties agree and understand the Port continues to maintain the unilateral right to select the carrier unless it is mutually agreed otherwise.
- c. It is intended that any insurance change will not increase the Port's cost in effect at the time of the good faith discussions contemplated above.

### **Section 25.7 – Port of Seattle Firefighter's Retirement Fund**

Effective upon ratification and execution by the parties, the Port agrees to sponsor the Port of Seattle Firefighter's Retirement Fund, which will be directed by representatives of the Deferred Compensation Administrative Committee, and to contribute the following:

The above rate shall be one dollar and fifteen cents (\$1.15) per hour worked.

This benefit will only be provided to employees who are members of the bargaining unit as of October 5, 2023. Any new employees who become members of the bargaining unit after this date will not be entitled to this benefit.

### **Section 25.8 – Eye Care Coverage**

Vision coverage shall be provided under the Northwest Fire Fighters Benefit Trust plan as provided in Section 25.1.

### **Section 25.9 – Washington State Council of Firefighters Medical Expense Reimbursement Plan (MERP)**

Effective the first full month after ratification and execution by both parties, the Port will make monthly salary reduction contributions on behalf of each employee to the WSCFF Employee Benefit Trust (MERP) at a contribution rate of one hundred dollars (\$100) per month to be deducted from each employee's first monthly paycheck. Effective the first full month after ratification and execution by both parties, the Port agrees to add a pre-tax employer contribution of one hundred dollars (\$100) per month for each full-time employee.

All of the Port's contributions to the Trust are mandatory contributions to be used solely for the purpose of providing health benefits that qualify for exclusion under IRC Section 106 and shall not constitute wages or salary for the purpose of determining any other benefit, including retirement benefits, disability benefits, or life insurance covered amounts. Covered employees may not elect to receive any portion of the benefit under the MERP as additional salary or wages. In accordance with the private letter ruling 200846011 issued to the Trust, such amounts are excluded from gross income under IRS Code Section 106. The Union shall have the option to adjust the employee share of the contribution rate annually, and shall communicate any adjustment to the Port by December 1<sup>st</sup> for the following year.

All members of International Association of Firefighters, Local No. 1257 who have participated in the Washington State Council of Firefighters Medical Expense Reimbursement Plan for not less than one (1) month, prior to being promoted or reassigned to a position not represented by the Union, will continue to be participants in the MERP until they are no longer employed by the Port of Seattle. The Parties understand that extension of MERP participation to formerly-represented employees under this Section 25.9 shall not be construed to affect any other benefit described in the Agreement.

This Trust shall remain separate and apart from any Port retiree health insurance funding program, if applicable, unless changed by mutual agreement of the Parties to this collective bargaining

agreement. This Section does not provide employees, retirees, or dependents with a vested right in Port-paid retiree health insurance. This language is meant to clarify the intent of the Parties from negotiations of this Section. The Parties agree that only eligible, active employees may contribute to the Trust, receive Port contributions, and only for the duration of this contract. This provision expressly incorporates by reference the most recent MERP and Trust Agreement, and such documents shall be administered and interpreted in a manner consistent with this paragraph.

## **ARTICLE 26 - UNIFORMS AND PROTECTIVE CLOTHING**

### **Section 26.1 – Provision of Uniform and Protective Clothing**

All uniforms as required by the Port of Seattle Fire Department Rules and Regulations, Policy and Procedures, and protective clothing and equipment as required by the Washington State Vertical Safety Standards for Firefighters and FAA regulations, and bed linen, shall be supplied, cleaned, and maintained at no cost to the employee. Problems with uniforms will be referred to the uniform sub-committee.

## **ARTICLE 27 - PHYSICAL FITNESS PROGRAM**

All employees may participate in the established, mutually agreed upon, mandatory Fire Department Physical Fitness Program most recently modified in November 1989. The Physical Fitness Program shall be designed to insure the employee's physical fitness to perform their duties. Disciplinary action in connection with the Physical Fitness Program shall be taken only in the event employees fail to participate in the program as prescribed. The Port will provide the facilities and equipment necessary to maintain the program. The terms of the Program require the agreement of the Port and the Union. Issues concerning the terms of the Program may be referred to the Labor-Management Committee.

## **ARTICLE 28 - SAVINGS CLAUSE**

In the event of invalidation of any part or provision of this agreement under this article, the parties shall negotiate in good faith to modify the part of provision to the degree possible to comply with law.

## **ARTICLE 29 - DEFERRED COMPENSATION**

Employees shall be eligible for participation in the Port of Seattle's Deferred Compensation Plan. Eligibility and participation of employees shall be subject to the terms and conditions of such plan including any plan amendments, revisions, or possible cancellation. It is further agreed that content of the plan itself, plan administration, and any determinations made under the plan shall

not be subject to the Grievance Procedure (Article 13) or to any other provisions of this Labor Agreement or to negotiation by the Union.

**ARTICLE 30 - CHANGES IN WORKING CONDITIONS**

The Port assures the Union that its intention in executing this Agreement is not to make significant changes in existing working conditions granted to employees because such conditions are not specifically identified in this agreement. Any such changes shall be made within the provisions of applicable state law.

**ARTICLE 31 - SCOPE OF AGREEMENT**

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 each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. All memoranda and letters of agreement/understanding that have not been incorporated into this Agreement are null and void. Therefore, for the duration of this Agreement, the Port and the Union each agrees to waive the right to oblige the other to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

**ARTICLE 32 - STRIKES AND LOCKOUTS**

In recognition of the Port's status as a municipal corporation, no employee shall strike or refuse to perform his/her assigned duties to the best of his/her ability. The Union shall not cause or condone any strike, picketing, work stoppage, slowdowns, or other interference in any way with normal Port operations. Willful violation of this article by any employee shall result in immediate dismissal.

**ARTICLE 33 - DURATION OF AGREEMENT AND EFFECTIVE DATE**

All conditions of this Agreement shall be effective on the date the Agreement is signed or as otherwise stipulated in the terms of this Agreement. All provisions of this Agreement shall extend from effective date to **December 31, 2024**. Negotiations may be opened by either party giving notice in writing not later than sixty (60) days prior to the expiration date. The new agreement shall be effective on the first day of January of each year unless mutually agreed to the contrary.

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

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**Stephen Metruck Executive Director  
Port of Seattle**

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**Chris Nuttall, President  
International Association of Firefighters, Local 1257**

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**Randy Krause, Fire Chief  
Port of Seattle**

## **APPENDIX A**

### **PAY RATES**

#### **1. WAGES**

##### **A. (1) Base Rates**

Effective Upon ratification and execution of the Agreement, the following wage rate shall apply

The base monthly rate for the Fire Alarm Technician is \$10,477.

As a condition of continued employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.

##### **B. General Wage Increases**

Note: Rate increase for January 1, 2024, provided pursuant to the Firefighters Agreement

#### **2. LONGEVITY**

After five (5) years active employment have been completed since date of hire, employees covered under this agreement shall receive a rate of pay equal to the current rate in effect for that position plus a longevity adjustment equivalent to the following:

5 – 9 years 2% of Firefighter "A" base rate  
10 – 14 years 4% of Firefighter "A" base rate  
15 – 19 years 6% of Firefighter "A" base rate  
20 – 24 years 8% of Firefighter "A" base rate  
25 – 29 years 10% of Firefighter "A" base rate  
30 plus years 12% of Firefighter "A" base rate

The addition of the longevity adjustment to a classification base rate creates a specific employee's rate. This employee's rate is used when computing the holiday or Education premiums.



### **3.DIFFERENTIALS**

a. Day Shift Fire Alarm Technician premium differential

Effective upon ratification and execution of the Agreement by the parties, Fire Alarm Technicians working day shift will receive a nine percent (9.0%) differential above their base rate of pay.

The nine percent (9.0%) differential is provided to the Fire Alarm Technicians in recognition of both their day shift assignment and their on-call status.

b. Bi-Weekly Pay: Effective January 1, 2005, employees shall be paid on a biweekly basis.

c. Education Premium: Effective upon ratification and execution of the agreement by the parties, employees who have earned a degree from an accredited college primarily through classroom-based study will receive a differential as set forth below. Eligible employees will be paid one

premium reflecting the highest degree earned. Premium pay for degrees earned via remote or online degree programs is subject to the approval of the Fire Chief.

- 1) Associates Degree – 2%
- 2) Bachelor of Arts or Science Degree – 4%
- 3) Masters Degree – 6%

d. Mandatory Direct Deposit: As a condition of continued employment, all employees are required to participate in the Port's direct deposit program for payroll purposes.

**APPENDIX B  
DRUG TESTING**

**SUBSTANCE TESTS**

**PREAMBLE**

While abuse of alcohol and drugs among our members is the exception rather than the rule, the Local 1257 Negotiating Committee shares the concern expressed by many over the growth of substance abuse in American society.

The drug testing procedure agreed to by the labor/management, incorporates state-of-the-art employee protection during specimen collection and laboratory testing to protect the innocent.

In order to eliminate the safety risks, which result from alcohol or drugs, the parties have agreed to the following procedures.

As referred to herein, employee shall mean entry-level probationary employee.

- a. Illicit substance or drug abuse by members of the Department is unacceptable and censurable conduct worthy of strong administrative action.
- b. Preconditions to Drug Testing: Before any entry-level probationary employee may be tested for drugs, the Port must meet the following prerequisites:
  1. Entry-level probationary employees in the bargaining unit must be clearly informed of what drugs or substances are prohibited by the Port.
  2. The Port must provide in-service training containing an educational program aimed at heightening the awareness of drug and alcohol related problems.
  3. The Port and the Union shall jointly select the laboratory or laboratories which will perform the testing.
- c. The Department shall also have the discretion in order and entry-level probationary uniformed employee to submit to a blood, breath, or urine test for the purposes of determining the presence of a narcotic, drug, or alcohol a minimum of two (2) times during such employee's entry-level probationary period. These tests will be conducted in the following manner:
  1. Tests will be administered to each entry-level probationary employee a minimum of two (2) times, at various intervals, during the probationary period.
  2. Entry-level probationary employees shall only be tested while on duty.
  3. The providing of a urine sample will be done in private.
  4. Obtaining of urine samples shall be conducted in a professional and dignified manner.

5. A portion of urine samples shall be preserved to permit the following:
  - a. Positive samples shall be tested a GC/MX test.
  - b. A third test for positive samples shall be conducted if requested by the employee, at Port expense, by a reputable laboratory of mutual choice.

The exercise of this discretion by the Department shall be deemed a term and condition of such employee's period of entry-level probation, and need not be supported by any showing of cause.

If any employee is ordered to submit to these tests involuntarily, the evidence obtained shall be used for administrative purposes only.

- d. Testing Mechanisms: The following testing mechanisms shall be used for any drug tests performed on entry-level probationary members of the Department:
  1. It is recognized that the Employer has the right to request the laboratory personnel administering a urine test to take such test to take such steps as checking the color and temperature of the urine sample to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine sample. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the sample tested positive. In order to determine adulteration of the urine sample during the collection process, physiologic determinations such as creatinine and/or chloride measurements may be performed by the laboratory.
  2. The parties recognize that the key to chain of possession integrity is the immediately labeling and initialing of the sample in the presence of the tested employee. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.
  3. Any screening test shall be performed using the enzyme immunoassay (EMIT) method.
  4. Any positive results on the initial screening test shall be confirmed through the use of the high-performance thin-layer chromatography (HPTLC), gas chromatography (GC) and gas chromatography/mass spectrometry (GC/MS). If at any time there exists a test with a reasonable accessible at a reasonable cost, such test shall be used in place of the GC/MS test if required by the Union.
  5. All samples which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only samples which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.
  6. In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative

results of both the screening and the GC/MS confirmation tests, in terms of nanograms and millimeter. All positive test results must be reviewed by the certifying scientists or laboratory director and certified as accurate.

- e. Procedures to be used when samples are given: The following procedures shall be used whenever an employee is required to give a blood or urine sample. Normally, the sample will be taken at the laboratory. If taken at another location, transportation procedures as identified shall be followed. All samples taking will be done under laboratory conditions and standards as provided by the selected laboratory:
1. Prior to testing, or if incapacitated as soon as possible afterwards, the employee will be required to list all drugs currently being used by the employee on a form to be supplied by the Port. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician. If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.
  2. When a blood test is required, the blood sample shall be taken promptly with as little delay as possible. Immediately after the samples are drawn, the individual test tubes shall, in the presence of the employee, be sealed, labeled and then initialed by the employee. The employee has the obligation to identify each sample and initial same. If the sample is taken at a location other than the testing laboratory, it shall be placed in a transportation container after being drawn. The sample shall be sealed in the employer's presence and the employee given an opportunity to initial or sign the container. The container shall be stored in a secure and refrigerated atmosphere, and shall be delivered to the laboratory that day or the soonest normal business day by the fastest available method.
  3. In testing blood samples, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate. Where Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientists or laboratory director and certified as accurate.
  4. When a urine sample will be given will be given by the employee, the employee shall be entitled, upon request, to give the sample in privacy. In most cases, this process will take place in a laboratory. The sample container shall remain in full view of the employee until transferred to, and sealed and initialed in the two (2) tamper resistant containers and transportation pouch.
  5. Immediately after the sample has been given, it will be divided into two equal parts. Each of the two portions of the sample will be separated sealed, labeled. If the sample is taken at a location other than the laboratory, it shall be stored in a secure and refrigerated atmosphere. One of the samples will

then be delivered to a testing laboratory that day or soonest normal business day by the fastest available method.

6. The sample will first be tested using the screening procedure set forth in Section (D) (3) of this appendix. If the sample tests are positive for any prohibited drug, the confirmatory test specified in Section (D) (4) of the appendix will be employed.
  7. If the confirmatory test is positive for the presence of an illegal drug, the employee will be notified of the positive results within 24 hours after the Port learns of the results, and will be provided with copies of all documents pertinent to the test sent to or from the Port by the laboratory. The employee will then have the option of submitting the untested sample to a laboratory of mutual choice, at the Port's expense.
  8. Each step in the collecting and processing of the urine sample shall be documented to establish procedural integrity and a chain of evidence. All sample deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained, for identification purposes, at the laboratory for a period of six (6) months.
- f. Consequences of positive test results
1. An employee who tests positive shall have the right to challenge the accuracy of the test results before any discipline procedures are invoked as specified in Section (E) (7).
  2. Consistent with the conditions of the appendix, the employer may take disciplinary action based on the test results as follows:  
Confirmed positive test – Employee is subject to discharge.
  3. Disciplinary measures including discharge shall not be subject to the grievance procedure during the first twelve (12) months of employment.
- g. Employee rights
1. The employee shall have the right to a Union representative during any part of the drug testing process.
  2. If at any point the results of the testing procedures specified in the appendix are negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) shall be destroyed within 24 hours after the test results have been received by the employer. All positive test results will be kept confidential, and will be available only to the Chief, one designated representative of the Chief, and the employee.
  3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the equipment used in the testing process, the qualifications of the laboratory personnel, the chain of custody of the specimen, and the accuracy rate of the laboratory.

- h. Union hold harmless  
The Union and the Port acknowledge that this drug-testing program is solely initiated at the behest of the Port. The Port shall be solely liable doe any legal obligations and costs arising out of the provisions and/or applications of this collective bargaining agreement relating to drug testing.

The Union shall be held harmless for the violation of any worker rights arising from the drug-testing procedures.

**APPENDIX C**

**SUBSTANCE ABUSE REHABILITATION**

If an employee comes forward requesting rehabilitation treatment for substance abuse, the employee will be referred to rehabilitation services. If the employee is caught in a prohibited activity without coming forward, s/he is subject to termination.

Return to work following treatment will be contingent on agreement to a Contract for Continued Employment drafted by the Port and agreed to by the Union.

Nothing in this Appendix limits the Port's right to take disciplinary action for just cause.

