

PORT OF SEATTLE
MEMORANDUM

COMMISSION AGENDA

Item No. 5c

Date of Meeting December 13, 2011

DATE: December 7, 2011

TO: Tay Yoshitani, Chief Executive Officer

FROM: Trish Murphy, Labor Relations Manager

SUBJECT: Collective Bargaining Agreement between the Port of Seattle and the International Association of Firefighters Local 1257

ACTION REQUESTED:

Request Commission authorization for the Chief Executive Officer to execute a new collective bargaining agreement (CBA) between the Port of Seattle and the International Association of Firefighters Local 1257. The CBA covers the period from January 1, 2012, through December 31, 2013.

SYNOPSIS:

This agreement covers 69 Fire Department employees working in the classifications of Firefighter, Firefighter Mechanic, Captain, Battalion Chief, Training Chief, Fire Marshal, and Alarm Inspector. The total additional estimated cost to the Port for the duration of the agreement is \$272,958.

Effective January 2012, employees covered under the agreement are moving to a less expensive health plan and will begin paying a portion of the costs of the monthly health care premium for the first time. As a consequence, the Port will pay less for this bargaining unit's health benefits in 2012 than it did in 2011.

SCOPE OF THE AGREEMENT:

Term of the Agreement

January 1, 2012 – December 31, 2013.

Wages

Base Rates

Effective January 1, 2012, base hourly wage rates for Firefighter "A" will increase by 1.5%.

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Effective January 1, 2013, the base hourly wage rate of Firefighter "A" will be increased by an amount equal to one hundred percent (100%) of the Seattle/Tacoma/Bremerton CPI-U (All Urban Consumers), August to August, with a zero percent (0%) minimum and a six percent (6%) maximum.

Effective January 1, 2012, the Battalion Chief base rate increases from 127.69% to 131% of the Firefighter "A" base rate, and the Captain base rate increases from 113% to 115% of Firefighter "A" base rate. In 2010, Lieutenant Positions were reclassified to Captain, and Captain Positions were reclassified to Battalion Chief, but changes in base rates relative to Firefighter "A" were not negotiated until the 2012-2013 bargaining agreement.

The parties agreed to re-open negotiations regarding Battalion Chief wages for 2013. The contract language explicitly states that the parties agree that these negotiations may or may not result in a wage increase.

Other Payments

As part of the final agreement reached on all terms of the 2012-2013 Collective Bargaining Agreement, the parties agreed that employees will receive a one-time, non-precedent setting lump sum distributed in two payments. This form of compensation was negotiated as a way to limit the size of the percentage increases to base wages, which build in higher costs for the future. The amounts are as follows:

Battalion Chiefs, Training Chief, and Fire Marshall - \$750.00 to be paid in January 2012 and \$750.00 to be paid in January 2013

Captains - \$650.00 to be paid in January 2012 and \$650.00 to be paid in January 2013

Firefighters, Firefighter/Mechanic, and Alarm Inspector - \$500.00 to be paid in January 2012 and \$500.00 to be paid in January 2013

Premiums and Differentials

The following employees are excluded from the day shift differential and will receive their regular rate for working day shift: newly hired Firefighters in training; employees assigned to day shift for light duty or accommodation; employees who voluntarily agree to adjusted schedules related to training opportunities or jury duty.

Employees must work one hour or more in an assignment in order to be eligible to receive the following compensation: premium for emergency medical technician duty, premium for driver/engineer assignment, acting Captain pay, and acting Battalion Chief pay.

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Employees with B.A. or B.S. degrees unrelated to fire science now will be eligible for the B.A./B.S. premium.

Effective January 1, 2012, day shift Firefighters are no longer eligible for the Haz-Mat or Technical/Rope rescue premiums.

Benefits

Effective January 1, 2012, employees change from the Association of Washington Cities (AWC) Plan A to the AWC HealthFirst. HealthFirst is a less expensive plan, and employees now will have co-pays for the first time.

Effective January 1, 2012, the employee will be responsible for paying a portion of the premium for his/her spouse/partner and dependents as follows:

- a. Spouse or Partner - \$32 per month
- b. First Child - \$16 per month
- c. Second Child - \$13 per month

Local 1257 is the second Port union to agree to pay a portion of the health premium.

The terms of 2008 and 2009 memorandums of understanding (MOUs) providing for employee payment for long term disability premiums and medical expense reimbursement are incorporated into the agreement.

Hours of Work

Effective January 2012, the schedule will change from three platoon to four platoon. The change to four platoons will decrease overtime costs and create better shift continuity. To implement this change, annual average hours worked decrease slightly from 2444 to 2412. The work cycle will be 16 days, not to exceed 121 hours. Each employee assigned to a twenty-four hour duty shift will be required to work nine (9) Debit Days per calendar year. (Article 15)

New language clarifies when employees will receive overtime compensation for extra hours worked or a pay reduction for a late arrival. Additional language clarifies pay for pre-scheduled and unscheduled call-backs and states that Management maintains the right to use its discretion in assigning unscheduled call-back opportunities. (Article 15)

Other Changes

Union Membership and Dues (Article 2): 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.

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Management Rights (Article 5): The parties will jointly develop a revised performance evaluation form.

Discipline and Discharge (Article 10): Employees promoted to Captain and Battalion Chief will serve a one-year probation.

Promotions and Vacancies (Article 11): The parties agree to jointly develop promotional testing procedures. The promotional selection continues to be the responsibility of the Fire Chief.

Transfers, Day Shift Assignments, Temporary Assignments, and Temporary Appointments (Article 12): Management and an employee may agree to adjust the employee's schedule for training opportunities, jury duty, or short-term special assignments. Applicants for day shift assignments will be interviewed prior to a final decision and will be selected only if they meet the minimum requirements.

Grievance Procedure (Article 13): A grievance is defined as an alleged violation of the collective bargaining agreement. The number of grievance steps is reduced from five to four.

Sick Leave and Disability (Article 17): New language clarifies when an employee may use sick leave. The terms of 2008 and 2009 MOUs related to sick leave cash-out and buy-back of paid leave used while on non-duty disability are incorporated into the agreement.

Vacation (Article 18): The vacation cash-out process changes to resemble the non-represented PTO cash-out process. The terms of a 2008 MOU regarding accumulation of vacation leave and pay for vacation leave at termination were incorporated into the contract.

Bereavement Leave (Article 20): The definition of immediate family for bereavement leave is updated and consistent with Port policy.

Educational Reimbursement (Article 22): Bargaining unit members are eligible to apply for College Degree Completion support under the terms of HR-12, which is subject to revision.

Scope of Agreement (Article 31): Language is added to the existing article to further define the scope of the agreement.

Staffing Aid Car and Drivers (Article 33): New language provides that an employee who has completed 30 years of service may "opt out" of the EMT Aid Car rotation provided that s/he maintains his/her EMT certification and has had at least one rotation on the Engine during the last calendar year. Driver/Engineer Assignments will be made by seniority, provided the Firefighter has met and maintains the established drivers' certification criteria.

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Joint Apprenticeship Training Committee Program (Article 34): The terms of a 2010 Joint Apprenticeship Training Committee Program MOU are incorporated.

Substance Abuse Rehabilitation (Appendix C): The agreement eliminates:

- a) contract language that appeared to guarantee continuing employment for any employee who came forward with a substance abuse issue, regardless of circumstances;
- b) a commitment for the Port to pay 100% of the cost of drug/alcohol rehabilitation; and
- c) a paid administrative leave for the employee to complete inpatient drug/alcohol rehabilitation.

Cost Increases

- For 2012, the estimated additional cost to the Port for wages is \$152,292, including the lump sum payment and for benefits is (\$-43,669), for a total cost increase of \$108,623.
- For 2013, the estimated additional cost to the Port for wages is \$164,057 (estimated 2% COLA increase), again including the lump sum payment. Insufficient information is available at this time to effectively estimate benefit increases for 2013. However, some increase over 2012 rates is anticipated.

The total estimated increased cost to the Port for wages and benefits for duration of the two-year contract is \$272,958.

OTHER DOCUMENTS ASSOCIATED WITH THIS REQUEST:

Collective Bargaining Agreement between the Port of Seattle and the International Association of Firefighters Local 1257.

PREVIOUS COMMISSION ACTIONS OR BRIEFINGS:

None.