

**AGREEMENT BETWEEN**  
**the**  
**CITY OF CAMAS**  
**and the**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,**  
**LOCAL NO. 2444**

**January 1, 2024 - December 31, 2025**

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**AGREEMENT BETWEEN**

**the**

**CITY OF CAMAS**

**and the**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 2444**

THIS AGREEMENT is made and entered into by and between the City of Camas, Camas, Washington, hereinafter referred to as the “City,” and the International Association Of Fire Fighters, Local No. 2444, chartered by the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the “Union”.

**PREAMBLE**

WHEREAS it is the purpose of this agreement to achieve and maintain a high level of performance in the operation of the Camas City government, together with promoting efficiency, productive initiative, and harmonious relations between the City and the Union, and to provide for the rights, well-being, and security of the parties involved, and

WHEREAS the parties have agreed to certain terms and conditions of wages, hours, and conditions of employment for employees of the City as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

**ARTICLE 1 –RECOGNITION**

The City agrees to recognize the Union as the sole collective bargaining agent for all regular full-time employees of the Fire Department of the City of Camas excluding Fire Chief, Deputy Fire Chief, Division Chief of Operations, Division Chief of Emergency Medical Services and Division Chief/Fire Marshal.

**ARTICLE 2 - UNION MEMBERSHIP**

- 2.1 The City agrees to remain an independent neutral third party regarding the relationship between the Union and the represented employees.
- 2.2 Within the first 30 calendar days of employment or employee’s departure to fire academy, whichever is less, all new employees will be afforded the opportunity to attend at least a 30 minute, not to exceed 1 hour, briefing from the Union during the new employee’s regular work hours. Attending the meeting will not be mandatory for the employee.
- 2.3 Nothing in the above sections will interfere with the employee’s rights under RCW 41.56.122 of the Public Employee’s Collective Bargaining Act.

## **ARTICLE 3 - DUES DEDUCTION**

- 3.1 The City shall deduct a “union deduction” in an amount determined by the union from all union members’ pay. Employees who are non-members and choose to join the union will join in a manner consistent with the Local’s Constitution and Bylaws which includes signing a Union provided “Opt-In” form. Signed “Opt-In” forms will be delivered to the City and indicate the employee’s desire for union deduction to start and continue until the member revokes their membership in the Union as described in Article 2.4 or the member’s employment with the City is terminated.
- 3.2 The City shall not deduct a “union deduction” from non-members of the Union. Union members who choose to revoke their union membership and become non-members will do so consistent with the Local’s Constitution and Bylaws, and in doing so, will provide the City notification by use of a union provided “Opt-Out” form.
- 3.3 The Local will indemnify the City against any and all liability, which may arise by reason of the deduction by the City of money for membership dues from employee’s wages, in accordance with employee authorizations furnished to it by the Union.

## **ARTICLE 4 - WORK SCHEDULES – OVERTIME – LEAVE SLOTS - TRADES**

- 4.1 It is in the best interest of the fire service to allow for flexibility in scheduling by the City. This is necessary to provide trained personnel for fire/medical response and to provide fire service coverage.
- 4.2 The Fire Chief will follow the work schedule provisions set forth below. If the Fire Chief determines a work shift and/or workweek change needs to be made, the City shall provide at least fourteen (14) days of personal notice of the change, except in the event of an emergency.
- 4.3 The work shift of 24-hour shift emergency personnel, as assigned by the Fire Chief, shall begin at 7:00 a.m. The workweek shall be routinely scheduled as one (1) workday (duty shift) consisting of twenty-four (24) hours, followed by forty- eight (48) hours off, followed by (1) workday (duty shift) consisting of twenty-four (24) hours, followed by ninety-six (96) hours off duty. The schedule identified above results in a forty-two (42) hour workweek with approximately ninety-one (91) scheduled Static Workdays. This is commonly referred to as a 4-platoon system, consisting of 4 shifts, A, B, C, and D.

Debit Time (Shifts or hours worked in addition to the assigned schedule listed above), also referred to as debit days or dynamic days/time, shall be used to increase the average work week beyond those hours outlined in section A. The number of Debit shifts worked by each member shall equal 12 shifts (288 hours) per year. A maximum of 1 debit day shall be selected in an FLSA cycle and further, The FLSA period shall be 24 days long with approximately 15 FLSA periods within a calendar year beginning at the conclusion of the final FLSA cycle for 2023, on or around January 1, 2024.

Upon completion of the probationary academy and assignment to FTEP on a platoon scheduled shift the probationary employee shall be assigned 0.8 debit days per FLSA cycle remaining that begins within the same calendar year. The employee will be required to fulfill the debit hours within that calendar year and subject to the selection provisions outlined below. Upon the beginning of the following calendar year that employee will be required to fulfill 12 debit days (288 hours) as depicted above.

Debit time shall be selected through the process outlined in Exhibit D.

With the implementation of four platoon deployment, the parties agree that the minimum member leave opportunity (leave slots) shall be three (3) personnel per shift at the current minimum staffing level.

Workweek calculation is determined as follows:

- Hours Scheduled (Static Workdays) + Debit Time (Dynamic Time) = hours worked/year
- Hours Scheduled (Static Workdays) = 365 days / 4 shifts = 91.25 shifts x 24 hours = 2190 hrs./year
- Debit Time (Dynamic Time) = 12 Shifts x 24 hours = 288 hours
- Hours worked/year = 2190 + 288 = 2478

- 4.4 The work schedule of 40-hour daytime personnel shall be Monday through Friday. Eight (8) consecutive hours, excluding the lunch period, shall constitute a day's work. Alternatively, 40-hour daytime personnel shall work 4 consecutive days: Monday-Thursday or Tuesday-Friday. Ten (10) consecutive hours, excluding the lunch period, shall constitute a day's work. The workday shall normally begin at 7:30 a.m.; the normal workweek shall consist of forty (40) hours in a seven (7) day work period. The City and the employee may elect to mutually agree on an alternative work schedule.
- 4.5 Off-duty employees are expected to respond to alarms when called if they are able. Members off duty due to disciplinary leave, illness or injury shall not respond to call back alarms unless approved by duty Battalion Chief or Fire Chief.
- 4.6 Employees who attend required training while off-duty shall be compensated at their overtime rate of pay as depicted in Article 4.9 or 4.10.
- 4.7 Volunteers shall continue to be utilized according to past practice or as agreed by the parties.
- 4.8 Overtime - Twenty-four (24) hour Shift Personnel. All hours worked beyond the employee's regular twenty-four (24) hour shift, or in excess of forty-eight (48) hours in a work week shall be compensated at one and one-half (1.5) times their regular rate of pay. The regular rate is defined as the hourly equivalent of all straight time compensation received by an employee for work. The FLSA formula is that an employee's regular rate is the total "straight time" compensation received by the employee "for work," divided

by the number of hours that money is intended to compensate. Overtime shall be accrued in fifteen (15) minute increments rounded up.

- 4.9 Overtime - Forty (40) Hour Daytime Personnel. All hours worked in excess of eight (8) hours per day (10 hours per day on a four (4) day, ten (10) hour work schedule), or forty (40) hours per week shall be compensated at the rate of one and one-half (1.5) times regular rate of pay. The regular rate is defined as the hourly equivalent of all straight time compensation received by an employee for work. The FLSA formula is that an employee's regular rate is the total "straight time" compensation received by the employee "for work," divided by the number of hours that money is intended to compensate. Overtime shall be accrued in fifteen (15) minute increments rounded up.

Once every eligible employee has declined a voluntary opportunity to work overtime, that overtime shall be deemed 'mandatory'. Mandatory overtime shall be compensated at double time if the person next on the mandatory list is compelled to work. Mandatory overtime is not to be taken as compensatory time and must be paid out at the double time rate in the pay period it is earned.

- 4.10 Forty (40) hour daytime employees on emergency callback (two (2) hour minimum) shall be calculated at a forty (40) hour overtime rate based on two thousand eighty (2080) hours per year.
- 4.11 Qualified forty (40) hour daytime employees may continue to be considered for twenty-four (24) hour shift overtime created by shift employee absences or vacancies, provided said employees are current with all applicable training competencies. Such shift overtime shall be scheduled in advance and not overlap or interfere in any way with the employee's regularly scheduled forty (40) hour workweek. Scheduled shift fill-in overtime shall be calculated and compensated at the forty (40) hour employees shift overtime equivalent based on two thousand four hundred seventy-eight (2478) hours per year.
- 4.12 The maximum consecutive hours an employee may work is 48. This is inclusive of any hours worked, including trades or overtime. If an employee works 48 consecutive hours, they are required to have a minimum of 12 consecutive hours off duty before they can return to work. Any schedule adjustment request or offering of overtime by the employee that would exceed 48 consecutive hours worked shall be denied. Exceptions may be made for major incidents, wildland mobilization, calls that extend through shift change, and natural disasters that require the call back of personnel.
- 4.13 All training to maintain medical certifications that are a requirement of employment in a job classification is work and shall be compensated consistent with this collective bargaining agreement. The EMS Division shall provide employees with the classes and training opportunities to maintain the required medical certifications consistent with the employee's job classification. It is the responsibility of the employee to maintain medical certifications that are a requirement of employment. The required certifications shall be those mandated by the Washington State Department of Health and the Clark County Medical Protocol Director to perform in the capacity of the employee's job

classification. Failure to maintain any required certification for the employee's job classification may result in discipline.

- 4.14 An employee may elect to accrue compensatory time in lieu of overtime at the same rate. An employee may have no more than ninety-six (96) hours of compensatory time within their compensatory time leave bank at any time. In addition, no more than ninety-six (96) hours of compensatory time may be accrued or expended during a calendar year. Accrued compensatory time off shall be scheduled in the same manner as accrued vacation. If requested use of compensatory time off will result in the City incurring an overtime compensation expense to cover more than one (1) employee's absence, the request may be denied. Use of compensatory time will be authorized consistent with Article 4.21 of this CBA and additional requests for use may be denied unless specifically allowed in the FLSA.
- 4.15 Forty (40) hour daytime employees may elect to accrue compensatory time in lieu of overtime at the same rate up to a maximum of one hundred twenty (120) hours.
- 4.16 Employees will be called back at the discretion of the on-duty Battalion Chief or designee due to larger scale emergencies that deplete resources and the ability of on duty crews to cover subsequent emergencies or unscheduled upstaffing to meet emergent needs for weather events or hazardous conditions. Employees called back shall be compensated with a minimum of two (2) hours plus time worked.
- 4.17 All overtime distinct from continuing beyond the completion of normal shift time shall be compensated at a minimum of two (2) hours at the overtime rate of pay.
- 4.18 Administrative Battalion Chief position  
The Administrative Battalion Chief is a special duty assignment to which one of the Battalion Chiefs (BC) from the bargaining unit may be assigned.

The Shift Battalion Chief (SBC) shall be the regular duty assignment for the Battalion Chiefs (BC) within the bargaining unit.

The BC assigned to Administrative Battalion Chief work a 48 hour/week schedule consisting of 24-hour shifts from the beginning of the FLSA period containing July 1 through the end of the FLSA period containing September 30 and a 40 hour/week schedule consisting of 5 consecutive 8-hour days or 4 consecutive 10-hour days for the remainder of the year.

1. The hours of the BC assigned to Administrative Battalion Chief, while working the 48 hour/week schedule, will be flexible for the purpose of allowing that BC to cover SBC work resulting in reducing the BC overtime liability. While assigned a 48-hour work week the BC assigned to Administrative Battalion Chief shall only be assigned to consecutive 24-hour shifts if agreed to by the employee.
2. The BC's wages, overtime rate and benefit accruals and overtime rate will be consistent with the schedule to which the employee is assigned.



3. The BC assigned to Administrative Battalion Chief may provide, while on duty, emergency response in conjunction with the Shift Battalion Chief to fulfill auxiliary command functions on the emergency scene.

Leave scheduled by the BC assigned to Administrative Battalion Chief shall be granted consistent with the IAFF/City of Camas Collective Bargaining Agreement except it will be irrespective of the other employees' ability to use accrued benefits while assigned to the 40-hour workweek.

Duties of the Administrative Battalion Chief will not be limited to but shall be consistent with and include the responsibility of vehicle maintenance coordination/recordkeeping, career staff and volunteer training coordination/evaluation/recordkeeping, volunteer program coordination/record keeping, equipment/radio maintenance coordination/record keeping, and station maintenance, coordination/record keeping.

1. The BC assigned to Administrative Battalion Chief shall be provided the opportunity to fill SBC overtime opportunities, and when doing so act in the capacity of an SBC.
2. The City understands that when the BC assigned to Administrative Battalion Chief is assigned to work the SBC duties, the SBC duties become their primary responsibility resulting in a diminished ability to accomplish the Administrative Battalion Chief duties. There should be no negative impacts to the employee for not accomplishing the Administrative Battalion Chief duties.

The BC assigned to Administrative Battalion Chief will not engage in work that has historically been performed by the Training Captain special duty assignment, including primary instruction. This article shall not exclude the BC assigned to Administrative Battalion Chief from performing any duties established in above.

- 4.19 The assignment of Training Captain shall be appointed by the Fire Chief and filled from the current pool of Captains with consideration given for desire, ability, and time in grade. Additional consideration will be given to the experience and expertise of the employees. Two (2) months' notice shall be given prior to transition to the assignment. The assignment of Training Captain shall normally be a two (2) year appointment but may be extended or shortened with mutual agreement. The work week shall follow that outlined in 4.4 but shall also be flexible with consideration for any evening and weekend drills and classes. The Training Captain shall not regularly work shift but shall be eligible for overtime coverage. The Training Captain shall facilitate daily fire training for all shifts, keep and maintain training records for the organization and function as an administrative liaison to the EMS Division Chief. The Training Captain may also act as an incident safety officer or in a support capacity to the IC on fire scenes. The employee in this position shall receive benefits and accruals for forty (40) hour personnel as outlined in the bargaining agreement.

The parties agree to modify the position of Training Captain and add the title Training Officer. This modification would allow qualified candidates interested in serving in an administrative training capacity to fill the role regardless of grade. Current captains would

be eligible for the position as previously outlined but non-promoted members, meeting minimum qualifications, could also fill and serve as Training Officer in either the Fire or EMS capacity. Members are only eligible to serve in one of these capacities at any given time. The parties shall determine the qualifications of these positions prior to beginning the process of filling either one.

EMT/Paramedic Captains assigned to the role of Training Officer (Fire or EMS) shall maintain their current Fire Captain/Paramedic Captain step wages. Firefighters or Firefighter/Paramedics serving as either EMS Training Officer or Fire Training Officer shall move to the Fire Captain/Paramedic Captain (depending on certification held) pay scale to the step that is a minimum of one full step (not less than 3%) above their current pay.

The assignments of EMS Training Officer and Fire Training Officer shall be appointed by the Fire Chief and filled from the current pool of qualified personnel with consideration given for desire, ability, and time in grade. Additional consideration will be given to the experience and expertise of the employees. Two (2) months' notice shall be given prior to transition to the assignment. The assignment of Training Captain shall normally be a two (2) year appointment but may be extended or shortened with mutual agreement. The work week shall follow that outlined in Article 4.4 but shall also be flexible with consideration for any evening and weekend drills and classes. The Training Officer shall not regularly work shift but shall be eligible for overtime coverage. The Training Officer shall facilitate daily fire training for all shifts, keep and maintain training records for the organization. The EMS training Officer also functions as an administrative liaison to the EMS Division Chief. The Fire Training Officer also functions as a liaison to the Fire Operations Chief or Fire Chief and may also act as an incident safety officer or in a support capacity to the IC on fire scenes.

The employee in this position shall receive benefits and accruals for forty (40) hour personnel as outlined in the bargaining agreement.

4.20 Minimum staffing and leave opportunity for the Camas-Washougal Fire Department shall be as follows:

13 Line positions

- A minimum of three (3) Captains or Acting Captains
- A minimum of six (6) county certified lead paramedics
- A minimum of one (1) Battalion Chief or Acting Battalion Chief
- All engine companies shall have a minimum of one (1) Captain or one (1) qualified Acting Captain and one (1) Paramedic.
- All medic companies shall be staffed with a minimum of one (1) Paramedic and one (1) EMT.

4.21 The parties agree that a three-person engine company is a mutually desired minimum standard and that the parties shall normally meet monthly, or as needed, through the term of this agreement to continue to formulate a plan for the deployment of three-person engine

companies for all engines deployed with a goal of providing the 3-person deployment as soon as practicable. The parties agree that the mutual goal will be to provide a three-person engine company as minimum staffing at station 41 followed by station 43 and then station 42 and subsequently any future stations. The parties agree to meet and bargain if they are not able to meet the provisions of this article.

- 4.22 Employees must request elective leave a minimum of 48 hours in advance of the desired date of leave. Leave may be taken within that time frame as long as it doesn't create an overtime obligation on the requested date.

Once time off is scheduled and approved, it will not be retracted by the City.

- 4.23 Members will be moved from their assigned station to another station to accommodate for:
- Proper staffing as outlined in 4.21.
  - Providing for 3-person engine companies in the following order: St. 41, St. 43, St. 42. Professional personnel shall fill 3-person engine companies in order first with volunteers continuing the progression after.
- 4.24 Vacancies are any position in the schedule that needs to be filled to maintain the minimum staffing requirement of Article 4.21 of this CBA.

Battalion Chiefs (BC) will have the right of first refusal for vacancies in the BC position that necessitates overtime. If unable to fill the vacancy with a BC, the most senior Acting Battalion Chief on duty will be moved up and the OT will be filled from the OT box. If no Acting Battalion Chief is available on duty, OT will be offered to Acting Battalion Chief's per order of the OT box. If unable to fill the vacancy with an Acting Battalion Chief, then mandatory OT will hold the lowest seniority. The Chief will work with the Union to determine how to best ensure Captains have time in service as Acting BC to allow for training for advancement opportunities and succession planning.

Captain vacancies will be filled by moving up the highest seniority Acting Captain (AC) qualified line personnel in a manner consistent with Article 22.7. If this creates OT, the vacancy will be hired from the OT Box. If there are no AC qualified line personnel on the schedule, rated Captains will have the right of first refusal per order in the OT Box. If no rated Captain is available, then OT will be offered to AC qualified per order in the OT Box.

Non-officer vacancies will be filled by qualified employees in order as depicted by the OT Box.

- 4.25 The FLSA period shall commence January 1, 2024, and shall be a 24-day period.

## **ARTICLE 5 - HOLIDAY COMPENSATION - TIME OFF**

- 5.1 Upon hire, probationary shift employees shall be advanced pro-rated holiday hours equivalent to 9.42 hours per month (4.71 per pay period) for the remainder of the

calendar year within which they were hired. With the subsequent calendar year, Article 5.2 will apply.

- 5.2. Twenty-four (24) hour shift employees will be advanced one hundred thirteen (113) hours of holiday time off at the beginning of each year in lieu of holidays.
- 5.3 Employees may cash out any amount of banked holiday time at the straight time rate anytime during the calendar year. Cashed out holiday time off will be remitted on the payday of the same pay period in which it was requested so long as it is requested prior to payroll cutoff.
- 5.4 Any accrued holiday time off not used by the final calendar year pay period cutoff each year, shall be cashed out at the employee's straight time rate.
- 5.5 Forty (40) hour daytime employees shall observe fourteen (14) holidays, the normal eleven (11) that City Hall will observe by being closed plus three (3) floating holidays. If the three (3) floating holidays are not used by the December pay period cutoff, they shall be cashed out at the employee's straight time rate.
- 5.6 When an employee gives notice of separation from employment for any reason, or an employee transfers between being a 40/48-hour employee, the amount of holiday time off shall be prorated (9.42 hours per month/4.71 hours per pay period) until the final date of separation or transfer. Any adjustment necessary to previously accrued hours will be made immediately. For employees who have cashed out their holiday time off prior to separation or transfer, the accrual shall be determined on a prorated basis until the last day of the pay period of separation and any unearned accrual that has been paid shall be deducted from the employee's final paycheck or repaid to the City.
- 5.7 The Administrative Battalion Chief shall receive one-hundred thirteen (113) hours of holiday accruals each January as outlined in this article. Up to eighty-eight (88) of those hours may be used to offset the eleven (11) holidays observed by City Hall during that same year. Any hours not used by the final calendar year pay period cutoff shall be cashed out at the employee's straight time rate.
- 5.8 The Administrative Battalion Chief shall be considered a platoon duty employee for the purposes of Article 5.

## **ARTICLE 6 - VACATIONS**

- 6.1 Employees shall choose vacation time by seniority and will take within the FLSA periods which begin in the following calendar year, for vacation earned the previous calendar year. (including that earned in accordance with Article 5 above). Subject to other conditions and terms of this Article, an employee may schedule their vacation any time after January 1 of each calendar year. Vacation shall be selected following the process outlined in Exhibit D.

- 6.2 An employee taking their vacation shall not be entitled to any extra compensation for having worked during the period for which they were granted vacation unless requested by the Fire Chief or designee and approved by the City to do so.
- 6.3 A maximum total of two (2) years vacation accrual may be carried over to the following year. Any accrued vacation time beyond the maximum at the end of December pay period shall be cashed out at straight time unless retention is authorized by the Fire Chief or designee. Vacation hours cashed out in accordance with this paragraph shall not apply to or be restricted by Article 6.4 of this CBA. The Administrative Battalion Chief is considered a platoon duty employee for the purposes of this article.
- 6.4 Employees may cash out up to 96 hours annually of accumulated vacation time at the straight time rate. Any request to cash out vacation time beyond a department accumulated total of one hundred thousand dollars (\$100,000) within a calendar year shall be at the discretion of the chief or designee.
- 6.5 Employees shall receive all accrued vacation at the time of termination or separation of service including vacation earned on pro-rata basis during the year of termination.
- 6.6 Employees will be entitled to and shall accrue the benefit of vacation with pay consistent with the following chart:

<u>Length of Service</u>	<u>24 hr. shift personnel</u>		<u>40 hr. personnel</u>	
	Hrs./Pay period	Hrs./Yr.	Hrs./Pay period	Hrs./Yr.
0-1 yr.	4	96		
0- 4 yrs.			4	96
2-4 yrs.	7	168		
5-7 yrs.	8	192		
5 – 9 yrs.			6	144
8-10 yrs.	9	216		
10 - 14 yrs.			7	168
11-14 yrs.	10	240		
15-19 yrs.	11	264	8	192
20 or more yrs.	14	336	11	264

- 6.7 The Administrative Battalion Chief shall be considered a platoon duty employee for the purposes of Article 6.

**ARTICLE 7 - SICK LEAVE**

- 7.1 The City agrees to provide employees with paid sick leave earned at twenty (20) hours per month (10 hours per pay period) with a maximum rollover on December 31 of each year of one thousand two hundred forty-eight (1248) hours for twenty-four (24) hour shift personnel.

- 7.2 Sick leave will accrue at eight (8) hours per month (4 hours per pay period) with a maximum rollover on December 31 of each year of one thousand forty (1040) hours for personnel working the forty (40) hour daytime schedule.
- 7.3 Employees noted in Section 7.1 above are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse, domestic partner, child, grandparent, grandchild, or sibling requiring the employee's attendance and/or care.
- Sick leave may also be used for parents, including "step" and "in-law" relationships, as well as foster, legal guardian, in loco parentis and de facto situations.
- 7.4 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 7.5 Time off for sick leave and medical purposes shall be charged against available sick leave for actual time used only.
- 7.6 Sickness or disability shall be reported to the Fire Chief or designee prior to time for commencement of the employee's workday, or as soon thereafter as practicable. The employee may be required to provide proof of illness.
- 7.7 Any platoon duty employee who has reached their maximum accrual of one thousand two hundred forty-eight (1248) sick leave hours shall be eligible to cash out thirty-three percent (33%) at straight time of all hours accrued over one thousand two hundred forty-eight (1248). This benefit will be paid to eligible employees annually in December.
- Any forty (40) hour daytime schedule employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours shall be eligible to cash out thirty-three percent (33%) at straight time of all hours accrued over one thousand forty (1040). This benefit will be paid to eligible employees annually in December.
- 7.8 The Union and the City agree to abide by the provisions of the Federal Family Medical Leave Act, Washington State Paid Family and Medical Leave law and Washington Family Care Rules as outlined in Article 10.
- 7.9 If an employee retires from the City, meeting LEOFF plan requirements, providing less than 6 months' notice, that employee is eligible to cash out twenty-five percent (25%) of their sick leave balance at their current straight time rate.

If an employee retires from the City, meeting LEOFF plan requirements, providing at least 6 months' notice of separation, that employee is eligible to cash out their sick leave balance at their current straight time rate as outlined below:

48-hour employees

All hours up to 725 will be cashed out at 33%; and

All hours beyond 725 will be cashed out at 50%

40-hour employees

All hours up to 550 will be cashed out at 33%; and

All hours beyond 550 will be cashed out at 50%

This notice cannot be rescinded after such time as an offer of employment has been made to a replacement.

- 7.10 Upon retirement of an employee, the City shall make contributions into the WSCFF Employee Benefit Trust in an amount equal to one hundred percent (100%) of the employee's sick leave cash out. The trust fund is established in accordance with applicable federal and state laws, and the City shall contribute the monies on a pre-tax basis. The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses.
- 7.11 The Administrative Battalion Chief shall be considered a platoon duty employee for purposes of Article 7.

## **ARTICLE 8 - BEREAVEMENT LEAVE**

- 8.1 A maximum of twenty-four (24) working hours bereavement leave shall be allowed when there is a death in an employee's immediate family such as spouse, domestic partner, child, parents, siblings, grandparent, grandchild or other member of the immediate household. This also includes "step" and "in-law" relationships as well as aunts, uncles, nieces and nephews of the first generation. Human Resources will administer Article 8 for consistency in unique circumstances as they arise.
- 8.2 Additional leave may be requested in twelve (12) hour increments to a maximum of forty-eight (48) hours total for each incident. Approval for additional leave can be given by the employee's immediate supervisor or in cases where short notice is given by the on-duty officer. The additional hours of leave will be taken from the employee's banked sick leave first, then banked vacation holiday or comp time must be used. Leave without pay may only be used if all other leave has been depleted.
- Forty (40) hour employees shall follow the leave policy in the City of Camas employee handbook and be allowed twenty-four (24) hours off.
- 8.3 Employees scheduled to work on the day of the service shall be allowed by the City to attend the funeral of deceased fellow employees with pay if the City has the ability to have another agency provide emergency response.

## **ARTICLE 9 - JURY DUTY**

An employee serving on a jury of a federal or state court shall be granted leave from City employment to the extent required by such service and shall be paid during such leave the difference between the employee's regular salary and the amount paid by the Court for such duty.

To be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received.

## **ARTICLE 10 - OTHER LEAVES**

- 10.1 In the event of a military leave, the City abides by the provisions of the state of Washington RCW 38.40.060 which stipulates that employees who are members of the armed forces, reserves, National Guard or other uniformed services are entitled to be absent from their duties up to twenty-one (21) days each year (October 1-September 30) with pay so that the employee may report for required military duty, training, or drills including those in the national guard under Title 10 U.S.C., Title 32 U.S.C., or state active status and while going to or from such duty. Military leave may not be taken in increments of less than a full regularly scheduled shift.

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15 days of unpaid leave while the employee's spouse or domestic partner is on leave from deployment, or before and up to deployment. (Spousal military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements in order to take this spousal military leave.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide the City with notice of the employee's intent to take leave within five business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

- 10.2 The City may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the City, and a copy filed with the Fire Chief. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from the employee's total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement.
- 10.3 Upon request the union president or their designated representative may be granted up to twenty-four (24) hours of time off with pay per year to conduct bona fide union



business. All requested time over twenty-four (24) hours in a calendar year may be approved at no cost to the city.

- 10.4. Members of the Union negotiation committee shall be allowed to attend negotiation sessions while on duty when staffing allows and there is no increased cost to the City.
- 10.5. The “City of Camas Shared Leave Policy” adopted 04/13/01 and mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement.
- 10.6. The City and the Union agree to abide by the Washington State Domestic Violence/Sexual Assault leave law.
- 10.7. Federal Family Medical Leave (FMLA)  
Employees who work for the City for at least twelve (12) months, and have worked one thousand two hundred and fifty (1250) hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per twelve (12) months period for: birth, adoption, or foster care of a child, or a serious health condition of the employee or immediate family member requiring in-patient care or continuing treatment by a health care provider.

An “immediate family member” for purposes of Family Medical Leave is defined as an employee’s spouse, child, parents, or any member of the immediate household. The City may expand the definition of immediate family under special circumstances. A “serious health condition” is an injury, illness, impairment or physical or mental condition that involves in-patient care or continuing treatment by a health care provider. The City may require certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. The leave would normally end six (6) weeks after a normal birth or eight (8) weeks after a cesarean section.

Employees must provide the City with at least thirty (30) days’ notice if possible before taking such leave or notify the City as soon as practicable. Before going on unpaid leave status for the birth, adoption, or foster care of a child or the serious health condition of the employee’s spouse, parents or children requiring in-patient care or continuing treatment, an employee is required to use all accrued unused compensatory, holiday or vacation leave. Before going on unpaid leave status for the serious health condition of the employee or the employee’s minor child requiring in-patient or continuing treatment, an employee is required to use all unused sick leave, holiday, compensatory time and vacation accruals.

As required by law, the City shall maintain the employee’s health benefits during the FMLA leave to a maximum of twelve (12) weeks. In the event an employee does not return to City employment after taking leave under this section, the City may recapture the cost of any health insurance premiums paid by the City during the unpaid portion of the leave. Upon return from such leave, the employee will be reinstated to the employee’s former or equivalent position.

- 10.8. Washington State Family Care Rules  
Under this law, employees may use any accrued sick or other paid leave to care for a child with a health condition that requires treatment or supervision, or to care for a spouse, domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency health condition, and to care for children eighteen (18) years and older with disabilities.
- 10.9 Flex Hours  
Employees who attend voluntary meetings department activities or events as authorized by the Fire Chief or designee shall be eligible for ‘flex hours’ (hour for hour). Flex hours shall be taken similar to vacation or other forms of elective leave but shall not cause a vacancy within the department staffing that requires the use of overtime compensation. This leave shall not be cashed out.
- 10.10. Workers’ Compensation (Labor and Industries) Leave  
Employees on leave under an approved Department of Labor and Industries claim, due to an on-the-job injury/illness, shall be subject to no reduction in wage or benefit. The employee shall endorse over to the City any time loss checks received by the State to offset the Labor and Industries leave used by the employee.
- 10.11 Washington State Paid Family Medical Leave (PFML)  
Eligibility for leave and benefits is established by Washington law and is therefore independent of this agreement. Premiums for benefits are established by law and the parties agree that employees will pay the full portion of the employee premiums even if such premiums change over time due to legislative action.

## **ARTICLE 11 - SENIORITY**

- 11.1 Seniority is the length of continuous employment of an employee with the Camas Fire Department, Washougal Fire Department and Camas-Washougal Fire Department. Where job classifications are equal and employees meet the minimum job qualifications, where applicable, seniority shall be observed with respect to transfers, layoffs, acting out of class, and shift/station assignment. Additionally, for the purpose of shift/station selection, seniority shall be observed as “time in grade”. Each member of a promoted grade shall choose their station and shift in seniority order of the others at that grade using their promotion date for their current grade. For the process of shift/station selection, Battalion Chiefs shall first pick shifts following the time in grade process outlined above, then Captains shall choose using the outlined time in grade process, then all line personnel shall choose following individual department seniority and minimum staffing requirements.

The position of Administrative Battalion Chief and Training Captain shall also be filled using the “time in grade” method. Those assignments shall normally be for two (2) years and shall normally only be vacated on January 1 following the outcome of shift/station selection period which occurs in November of the previous year.

- 11.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than six (6) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

## **ARTICLE 12 - CIVIL SERVICE RULES AND REGULATIONS**

Employees shall comply with the City of Camas Civil Service Rules and Regulations regarding examinations, certifying for appointments and promotions, making suspensions and removals, and otherwise carrying out said acts unless otherwise outlined in this contract.

## **ARTICLE 13 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE**

- 13.1 Employees of the bargaining unit shall have the option of enrolling themselves and their eligible dependents into the IAFF Health and Wellness Trust (IAFF HWT) Plan \$100, Plan \$1500 or Kaiser \$250 Plan for medical insurance.
- 13.2 Each employee that participates in Plan \$1500 shall receive an additional contribution, provided by the City, into a Voluntary Employee Beneficiary Association (VEBA) account administered through Benefit Plans Administrative Services, Inc. (BPAS) at the following amount:
- Employee only- \$2200/annually (paid in January)
  - Family- \$4200/annually (paid in January)
- 13.3 Employees may select from any of the plans being offered by the City during the open enrollment period each year (November) for the plan change to take effect in January of the following year.
- 13.4 The City will pay the premiums for medical coverage for the member's choice of medical plans as follows:
- Employee coverage: 100%
  - Dependent(s) coverage: 90% (Employees shall pay, through pre-tax payroll deduction, 10% of total premium cost.)
- 13.5 The City agrees to pay 100% of the premiums for dental and vision coverage for employees and dependents enrolled in coverage.
- 13.6 The City shall provide a term life insurance policy for all employees in the amount of Fifty-Thousand Dollars (\$50,000.00).
- 13.7 The City shall inform the Union of new premium rates each year as soon as possible.

- 13.8 In the event insurance companies, brokers and/or administrators of the existing health and welfare plans notify the Employer of changes in the premium structure, benefits structure and/or the continued availability of such plans, then and in that event, the Employer will notify the Union and employees of such changes. The parties will negotiate these changes and thereafter the City will determine whether to make changes to the health and welfare plans inclusive of benefit levels and premium levels.
- 13.9 The City shall make pension contributions to the Washington State Department of Retirement Systems LEOFF II system as required.
- 13.10 The City shall provide post-retirement medical insurance for the employee from retirement to age sixty-five (65), subject to the provisions above. Employees hired after January 1, 2006, shall not be eligible for City paid post-retirement medical insurance, but may participate for themselves and their spouse/domestic partner at their own expense for the employee and spouse, consistent with plan requirements. The City does not facilitate payment or coverage for those not eligible for retiree medical. Retirees are not eligible for the HDHP/VEBA option outlined above in Article 13.4.
- 13.11 The Union and/or employee will indemnify and hold the City harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverages.
- 13.12 Members of the bargaining group may participate in the City's Dual Insurance Incentive Program.

## **ARTICLE 14 – UNIFORM & EQUIPMENT**

- 14.1 Uniforms or an allowance for items unique and required for the proper and safe delivery of public services will be provided.
- 14.2 The City has implemented a quarter-master system under which the City shall be responsible for cleaning and replacing worn, damaged or incorrectly sized issued uniform items.
- 14.3 Personal Cellular Telephones – Represented employees will be responsible for owning and maintaining a cellular phone capable of receiving department dispatches over an Android or Apple or other capable operating system application. The employees will be expected to have their phone with them while on duty to receive dispatches. The City shall not be allowed to monitor, access or inspect an employee's personal cell phone or personal cell phone records. Employees who fail to comply with this provision regarding the maintenance and use of personal cell phones for receiving department dispatches shall not be subject to discipline. The City and the employee will comply with RCW 42.56 (Public Records Act). The positions of Battalion Chief and Deputy Fire Marshal have been identified to have need for use of personal phones and shall be eligible for a fifty dollar (\$50) monthly reimbursement for said use subject to the provision above.

- 14.4 Each represented employee shall be issued the following uniform items in new condition upon employment and said items shall be maintained by the City:
- 3 Department T-Shirts
  - 3 Short Sleeve Station Shirts
  - 1 Long Sleeve Station Shirt
  - 3 Station Pants
  - 2 Sweatshirt
  - 1 Raincoat
  - 1 Stocking Cap
  - 1 Baseball Style Cap
  - 1 Uniform Work Boots
  - 1 Station Shoes
  - 1 Duffel Bag for transporting uniforms

## **ARTICLE 15 - DISCIPLINARY PROCEDURES**

- 15.1 The City has the right to discipline employees for violations or charges inclusive of those set forth in Civil Service rules and regulations. The employee shall only be disciplined for and with just cause. Discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.
- 15.2 Disciplinary action or measures shall include only the following: (1) verbal reprimand, (2) written reprimand, (3) additional discipline may include denial of privileges such as trades or removal from platoon duty to 8-hour workdays for a specified period of time, (4) suspension without pay, and (5) discharge.
- 15.3 Prior to the imposition of discipline the employee shall be informed of the alleged violation and be provided with a copy of relevant documents the City has regarding the alleged violation that may exist.
- 15.4 In the case of potential suspension without pay or discharge the City shall hold a pre-disciplinary hearing no sooner than ten (10) calendar days not including Saturday, Sunday or City observed holidays from the time the employee was notified of the alleged violation. At this hearing the employee will be given an opportunity to present the employee's side of the issue. In all discipline the employee will be given an opportunity to explain their side before the reprimand is finalized.
- 15.5 If the employee wants representation, said employee is entitled to have union or legal representation, at no cost to the City, present at meetings held with the City to discuss disciplinary action against the employee.
- 15.6 When the City determines the circumstances are such that retention of the employee will likely result in the disruption of City services, damage to or loss of City owned property or be injurious to the employee, department coworkers or the services provided by the City, the City may immediately suspend with or without pay, depending on the

circumstances. In such cases, the facts supporting the circumstances will be made available to the employee by the City not later than three (3) calendar days not including Saturday, Sunday or City observed holidays after the action became effective. If an employee is found innocent of the alleged violation, the employee shall receive all back pay for the suspension period.

- 15.7 The employee and the employee's Union representative with the employee's authorization shall have the right to inspect the full contents of the employee's personnel file. No disciplinary document may be placed in the personnel file without the employee having been first notified of the document and provided a copy. A copy of the document will also be provided to the Union. An employee who disagrees with the validity of any complaint added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee shall be required to sign a written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- 15.8 Verbal reprimands shall be documented. Verbal and written reprimands will be removed, at the employee's request, from an employee's personnel file after one year from the date said action was finalized, provided that no further written reprimands have been issued within the one-year time period. If another written reprimand has been issued within this time period, then both written reprimands shall remain in the personnel file for an additional one year from the date of the latest written reprimand.
- 15.9 It is the City's sole determination as to whether an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.
- 15.10 The disciplinary procedure herein in no way intends to limit the supervisor's ability to counsel or coach subordinates. Subordinate counseling or coaching are pre-disciplinary corrective actions that are intended to assist the employee in identifying and correcting workplace deficiencies.

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

- 16.1 Both parties understand that open and honest communication is essential to successful dispute resolution. The Union and the City agree to communicate in good faith and make all reasonable attempts to avoid escalation of any disputes that may arise. A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any specific provision of this Agreement.
- 16.2 If the employee elects to have disciplinary action reviewed by the Civil Service Commission a request for an investigatory hearing must be filed with the Commission within ten (10) calendar days excluding Saturday, Sunday and City observed holidays from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service

Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission, then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.

16.3 Grievances, except for disciplinary action to be reviewed by the Civil Service Commission [must be filed with the Commission within ten (10) calendar days excluding Saturday, Sunday and City observed holidays from the date of the discipline], must be initiated under the grievance procedure within thirty (30) calendar days excluding Saturday, Sunday and City observed holidays of the alleged violation or when the employee should have reasonably known about the alleged violation. Failure to timely file a grievance results in said alleged grievance being forever forfeited.

16.4 Grievances shall be resolved in the following manner:

Step 1: The Union and/or employee shall first present the grievance in writing setting forth relevant facts including the alleged violation and the recommended resolution to the Chief who shall review the grievance and render a written decision within ten (10) calendar days excluding Saturday, Sunday and City observed holidays.

Grievances must be in written form and contain the following:

- A full description of the grievance and how the grievant(s) was/were affected.
- Identify the section(s) of the CBA allegedly violated and state the specific nature of the violation.
- Indicate the date(s) of the grieved incident(s).
- Specify the remedy and/or solution to the grievance sought by the grievant.
- Identify the grievant(s) and be signed by the grievant(s).

Step 2: If the grievance is not resolved at Step 1, the Union and/or grievant shall submit the grievance to the City Administrator within ten (10) calendar days excluding the day of filing, Saturday, Sunday and City observed holidays of receipt of the Chief's decision. The City Administrator shall have discretion to determine what testimony or additional evidence, if any, beyond the written grievance and the Chief's decision is necessary to resolve the grievance, and to schedule presentation of such testimony or additional evidence. The City Administrator shall submit a written decision within ten (10) calendar days excluding Saturday, Sunday and City observed holidays from the end of the hearing.

Step 3: The Union may appeal an adverse decision of the City Administrator to a neutral arbitrator. The Union shall give written notice to the City of its intent to submit a grievance to arbitration within thirty (30) calendar days excluding Saturday, Sunday and City observed holidays of the City Administrator's decision. Within ten (10) calendar days excluding Saturday, Sunday and City observed holidays of the Union's request to arbitrate, a representative of the Union and of the City shall meet and attempt

to agree on a neutral arbitrator. If unable to reach agreement, they may request an arbitrator from the Public Employment Relations Commission or a list of seven (7) arbitrators from the American Arbitration Association. Upon receipt of the list, the two representatives shall meet within fifteen (15) calendar days excluding Saturday, Sunday and City observed holidays to alternately strike names until one name remains. This person shall serve as the sole arbitrator. The arbitrator shall render a decision within thirty (30) calendar days excluding Saturday, Sunday and City observed holidays of the end of the hearing, which decision shall be final and binding on both parties. The arbitrator shall have no power to alter, amend or change the terms of this agreement. The arbitrator shall not have the authority to award punitive damages.

- 16.5 Time limits within a grievance procedure may be waived or extended by mutual agreement of both parties. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.
- 16.6 Each party shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

## **ARTICLE 17 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS**

The parties hereto agree that the wages and working conditions specified by the City ordinances and resolutions now in force shall be maintained consistent with this agreement for its term.

## **ARTICLE 18 - STRIKES AND LOCKOUTS**

The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Union nor the City shall cause, engage in, or sanction any work stoppage, strike, slow-down, or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The City shall not constitute any lockout of its employees during the term of this Agreement.

## **ARTICLE 19 - UNION REPRESENTATIVES**

An authorized representative of the Union shall have the right to investigate grievances or conditions at reasonable hours upon first securing permission from the City to do so and without interfering with the progress of work. The Union shall advise the City, in writing, of the names of their authorized representatives and stewards.



## **ARTICLE 20 - BULLETIN BOARDS**

The City shall provide a bulletin board at every fire station for the Union's use in an area conveniently accessible to bargaining unit employees. The Union may maintain the board for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union who is authorized by the Union to approve Union notices.

## **ARTICLE 21 - NON-DISCRIMINATION**

- 21.1 The City agrees that they will not discriminate against any employee because of the employee's Union activity.
- 21.2 Neither the Union nor the City, in carrying out their obligation under this agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender or age and both parties shall comply with discrimination categories as defined by state and federal law.

## **ARTICLE 22 – WAGES, CLASSIFICATIONS AND PAY PLAN**

- 22.1 The applicable pay plan is attached hereto and incorporated herein by references as Exhibit A and Exhibit B to this contract.
- 22.2 New employees will be paid at the first step of their pay range as determined by the City. An employee shall be granted a step increase subject to satisfactory completion of probation as determined by the Fire Chief and after having served twelve (12) months at Step 1. Thereafter, an employee shall receive a step increase after twelve (12) months in each step and subject to satisfactory performance evaluations by the Fire Chief or designee. If performance reviews result in an unsatisfactory performance rating, then the employee may be held in the existing step for up to an additional twelve (12) months. Thereafter, the employee will be considered for a further step increase subject to a satisfactory performance review by the Fire Chief or designee.

Newly hired employees (entry level and lateral) shall serve a probationary period of the equivalent of two thousand four hundred seventy-eight (2478) hours but not less than one calendar year (12 calendar months) on the job and in the workplace. For time keeping, training time while on probation, including but not limited to orientation and any academy weeks shall be calculated as forty-eight (48) hour weeks. Any accrued or protected leaves utilized shall not be applied to the total equivalent time of two thousand four hundred seventy-eight (2478) hours. Any additional hours worked, beyond those regularly scheduled, i.e. overtime hours, shall be applied to the total equivalent hours worked. Any additional hours worked that are not line duty hours or department or credential training hours (i.e. light duty) shall not be applied to the equivalent hours worked.

Probationary employees may be terminated/discharged without cause and without recourse; provided however, when a probationary employee is terminated/discharged, the employee may request an exit interview.

Step increases outlined in 22.2 of this agreement shall remain unaffected by the probationary period and will continue to be applied upon the date of hire anniversary.

- 22.3 Effective January 1 of each year of this agreement, all employees in the bargaining unit shall receive a cost-of-living adjustment (COLA) equivalent to 100% of the change in the BLS Western Region (West) CPI-U from July to July of the previous year, with a minimum 2% and a maximum 4.5% increase.

For 2024, this CPI-U amount is 3.5%; therefore, all members of the bargaining group will receive a 3.5% CPI increase for 2024.

In addition, effective January 1, 2024, all employees in the bargaining unit shall receive a 2% wage increase to more align with market comparability. This increase is intended to “catch-up” with comparable jurisdictions as well as to remain competitive with local market comparators.

The provision above shall be outlined in Exhibit A.

- 22.4 Employees will perform the job duties and responsibilities of their current classification.

- 22.5 A promoted employee on probation shall receive an increase in pay to a minimum of one full step (no less than 3%) above any subordinate employee within the department. After completion of a twelve (12) month probation period, the employee shall be eligible to receive an additional step increase subject to satisfactory performance evaluations by the Fire Chief or designee. The completion date of the probation period shall be the new anniversary date of the promoted employee. Thereafter, the employee will be considered for further step increases subject to a satisfactory performance review by the Fire Chief or designee.

Paramedics that promote shall receive an increase in pay as outlined in this article and be placed at a step that ensures the differential in Appendix B is also met.

If a probationary employee is sick or injured for a period of six (6) consecutive weeks or more, that length of time shall be added to their probationary time and any potential step increases shall be similarly extended.

- 22.6 If an employee in the Deputy Fire Marshal position voluntarily chooses to maintain emergency medical certification, the City will pay for continuing education in accordance with this contract. Such employee will not be entitled to premium pay for emergency medical certification.

- 22.7 All qualified duty personnel shall be considered to work out of class when the need arises. Selection shall be determined using the process defined in Exhibit C.

Twenty-four (24) hour shift employees who work out of classification in a higher rank shall receive a premium equal to 8% of the top step of their job classification for each hour worked out of classification rounded up to the nearest whole hour.

22.8 When a forty (40) hour employee is assigned and directed by the City to perform the work of a higher classification for more than five (5) consecutive work days, the employee shall be eligible for a premium equal to 8% of the top step of their job classification for each hour worked out of classification rounded up to the nearest whole hour beginning on the sixth (6<sup>th</sup>) day and continuing until such time as the temporary assignment is ended by the City.

22.9 Promotional Process for Fire Captain  
Eligible candidates shall have four (4) years of line service within the Camas Washougal Fire Department (CWFD) at the firefighter or firefighter paramedic grade.

22.10 Promotional Process for Battalion Chief  
Eligible candidates shall have a minimum of four (4) years of line service within the Camas Washougal Fire Department (CWFD) at the captain or Paramedic Captain grade.

22.11 Represented employees shall receive longevity pay that is calculated as an addition to their base hourly rate of pay. Longevity shall be included in the base rate of pay when calculating overtime. The following reflects the percentage increase based on the number of years employed with the CWFD, CFD and WFD.

For 2024

Upon starting 6 years	2% of employee's base pay
Upon starting 10 years	3% of employee's base pay
Upon starting 15 years	4% of employee's base pay
Upon starting 20+ years	5% of employee's base pay

For 2025

Upon starting 6 years	2% of employee's base pay
Upon starting 10 years	4% of employee's base pay
Upon starting 15 years	5% of employee's base pay
Upon starting 20+ years	6% of employee's base pay

22.12 Special Duty Assignment Premiums  
Represented employees assigned to the following special duty assignments shall receive, until the conclusion of their assignment, a premium that is calculated as an additional percentage to their base hourly rate of pay. The following reflects the percentage increased for each special duty assignment currently established:

- Rope Rescue Technician – 3% of employee's base pay
- SCBA Technician – 3% of employee's base pay
- EMS Supply Coordinator – 3% of employee's base pay
- Swift Water Rescue Tech -3% of employee's base pay
- Shift EMS FTO – 5% of employee's base pay

Additional EMS FTOs may be assigned temporarily as needed to meet the needs of the department and those employees will receive an 8% premium for the time in which they are conducting the assigned task. Their selection will be via the process outlined in this article.

The selection process will include a fourteen (14) day posting to allow all interested employees the opportunity to apply. The number of employees assigned to specialty assignments shall be determined by the Chief. Selection of the union members to fill vacant specialty assignments shall be determined in the following manner:

A Selection Committee shall be formed from within the union group consisting of: A member of the executive board of the union, the Administrative BC or a line BC if the Admin BC position is vacant, a Captain, a line firefighter or firefighter paramedic, a member responsible for the area of special duty, and a subject matter expert from outside the CWFD as deemed appropriate. One member of the selection committee may fill more than one qualification (Ex. A Captain who is also the member responsible for the area of special duty may fill the committee requirement for both Captain and the member responsible for the area of special duty).

The committee members shall be agreed to by the Union and the Fire Chief or designee.

If a member of the committee has petitioned for a specialty pay position, they will recuse themselves from the selection process for the position which they are petitioning to fill.

The selection committee will recommend to the Fire Chief or designee the applicant/s most qualified to fill the vacant specialty assignment position/s. Qualifications shall be determined by the member responsible for the area of special duty and be observed by the selection committee.

The Chief or designee will fill the specialty assignment/s in accordance with the recommendations of the selection committee.

If two or more candidates are found to be equally qualified by the committee selection process, seniority shall be the tie breaker with the most senior member being selected.

Members who have been selected for special duty assignment shall maintain their assignment until such time as the needs of the organization change. Any special duty assignments shall be withdrawn by seniority within that specific assignment with the least senior member being withdrawn first. Any ties will be determined by department seniority. Additionally, special duty assignments can be withdrawn from a member if that member is unable to perform the scope of that assignment for more than 90 consecutive days. The removal of an individual's special duty assignment would occur through the same committee process outlined for the selection in this article.

Any member who formally held a special duty assignment would be eligible to apply for future special duty assignment openings only through the process outlined in this article.

Any members chosen to serve in the capacity of Swift Water Rescue Technician will be allowed to choose per the provisions listed in article 11.1, but there shall be a 'balanced' number of technicians assigned to each shift. Once a shift has met the limit of Swift Water Rescue Technicians no further technicians may choose that shift.

Training and maintenance requirements for the certification required for the special duty assignment of Swift Water Rescue Technician shall be maintained by the training division. Once the program is identified and all SOGs are created, the requirements are established and communicated, the training has been provided to all members, and any necessary equipment has been acquired, the program will be considered 'established'. At that time, the 3% specialty pay for those members assigned will be granted. The parties agree to continually meet to discuss the establishment of the program.

## **ARTICLE 23 – HEALTH AND SANITATION**

The Washington State rules and regulations covering health and sanitation shall prevail.

## **ARTICLE 24 – SEVERABILITY**

In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified throughout negotiations to comply with the existing regulations or laws.

## **ARTICLE 25 – MILEAGE ALLOWANCE**

All employees required by the Fire Chief or designee to use their private cars for official departmental business shall be compensated at the rate provided by ordinance or resolution, or as the same may be amended or substituted.

If, during the course of regular shift hours, an employee is required to move from one location or fire station to another location or fire station, the employee may use their personal vehicle and shall be due mileage reimbursement at the current rate utilized by the city.

If an employee is notified of a change in assigned station after their preceding shift, moving their equipment from the previously assigned station to the newly assigned station shall be considered work. The employee shall be compensated for the time spent performing that work not to exceed 30 minutes per event. The employee shall also be paid mileage reimbursement at the current rate utilized by the City.

## **ARTICLE 26 – LIABILITY INSURANCE**

The City agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment including reasonable attorney's fees and reasonable costs connected with lawsuits provided, however, such coverage will not protect the employee from their intentional and/or malicious tortuous acts or assaults.

## **ARTICLE 27 – DEPARTMENT RULES AND REGULATIONS**

The Union agrees that its members shall comply in full with departmental rules and regulations, including those relating to conduct and work performance. The City agrees that new departmental rules and regulations affecting working conditions shall be reviewed with the Union prior to implementation.

## **ARTICLE 28 – JOB DESCRIPTIONS AND RECLASSIFICATIONS**

28.1 The City agrees to send all new entry level employees through a local academy supported by Portland Community College, or a state level academy established by Washington State Patrol. Upon completion of either academy, the employee receives the required certifications for employment which include IFSAC Firefighter 1, Firefighter 2, Hazmat Awareness and Hazmat Ops.

28.1.1 Lateral entry employees shall possess the required certifications listed above or their equivalent and have a minimum of three (3) years or six thousand (6000) hours of experience with another professional department. Lateral employees shall not need to attend a fire academy and shall move to Step 4 of the wage scale (Exhibit A) on their respective anniversary date. Lateral employees shall be provided a four (4) week orientation prior to placement on shift.

28.1.2 In lieu of participation in JATC the financial component of the program shall be reallocated to provide the following:

All new hire members will be put through a minimum 40-hour pump academy prior to being checked off as a certified apparatus operator for the department to be taught by in-house instructors and while not assigned to an apparatus for emergency response.

All new hire members will be sent through 40 hours special operations training to be taught by in-house instructors and while not assigned to an apparatus for emergency response.

Prior to members approved to work out of class as an Acting Captain they shall be provided blue card incident command certification training. Members currently acting out of class may continue to do so and will be granted one year to obtain Blue Card certification.

- 28.2 When work operations involving new or substantially changed requirements are established as determined by the City, and such requirements are not adequate or properly prescribed in any existing position, the City will revise the position or establish a new position classification consulting with the Union beforehand.
- 28.3. The classifications of Firefighter and Firefighter/Paramedic shall be considered lateral positions. It is the intent of the City to permit Firefighters and Firefighter/ Paramedics, who possess the necessary qualifications, to make lateral transfers to vacant Firefighter and/or Firefighter/Paramedic positions prior to requesting the appointing authority to make requisition upon the Civil Service Commission to fill such vacancy. Such transfers shall not result in a change to the employee’s anniversary date. The City retains the right to determine the number of employees in each classification in order to accomplish the City’s service delivery mission.
- 28.4 Firefighters requesting transfer into the Firefighter/Paramedic position shall be, at a minimum, in final FTEP phase. A raise in compensation equivalent to the differential between Firefighter and Firefighter/Paramedic at equivalent steps shall be granted at the time of transfer. Such transfer shall not be considered “permanent” until “lead medic” status is attained. If “lead medic” status is not attained within fifteen (15) shifts of the initial transfer, unless extended by mutual agreement of the Chief, EMS Division Chief and FTO, the employee shall revert to their previous position and pay status.
- 28.5 Firefighter/Paramedics requesting to transfer into a Firefighter status shall receive a reduction in compensation equivalent to the differential between Firefighter/Paramedic and Firefighter at equivalent steps at the time of transfer. Firefighter/Paramedics may only change status to Firefighter if there is a current approved Firefighter vacancy.

## **ARTICLE 29 – CONFLICT OF CONTRACT AND ORDINANCE**

It is agreed that the intention of the parties of this agreement is that this agreement and all working agreements shall be consistent with personnel rights outlined in Title 2 of the Camas Municipal Code, and that where it is found that the provisions of such an agreement are in conflict with Title 2, that the language of the agreement would become the basis for recommending an amendment of Title 2.

## **ARTICLE 30 – MANAGEMENT RIGHTS**

Except as limited by the terms of this Agreement and applicable law, the Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and lawful power and legal authority. The City shall have the right to:

- (A) Institute from time-to-time, work rules applicable to bargaining unit employees.
- (B) Determine work schedules, overtime, and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by reasonable notice.
- (C) Hire, promote, demote, transfer, assign and / or retain employees in positions within the City.

- (D) Discipline employees for just cause.
- (E) Lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the City.
- (F) Determine the methods and processes, means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.
- (G) The right to take whatever actions the City deems necessary to carry out services in an “emergency”. Examples of “emergencies” are civil disorders, natural disasters, man-made disasters, quarantine to a large number of people, etc.

## **ARTICLE 31 – USE OF TOBACCO PRODUCTS**

Employees are prohibited from using all tobacco products while on-duty or on/in department property.

## **ARTICLE 32 - DRUG AND ALCOHOL POLICY AND PROCEDURES**

The Drug and Alcohol Policy and procedures mutually agreed on by the parties are hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

## **ARTICLE 33 – PHYSICAL FITNESS**

The union and city agree to adopt the principles of the IAFF/IAFC Fitness Initiative to develop policy as it relates to physical fitness and wellness.

Members of the bargaining unit shall be provided at least one hour each shift, during productive weekday work hours, (excluding holidays) where they will perform physical activity (P.T.). Said activity shall be considered mandatory but is secondary to daily duties, special events and emergency responses which may prohibit a workout.

The parties agree that improvements shall be made to the current City provided workout facilities. In the spirit of this agreement, a committee shall form for the improvement of the workout equipment and facilities at the fire stations. That committee shall propose budget considerations for purchase of equipment and workout facility improvement. Employee members shall be appointed by the president of the bargaining unit.

The City agrees to provide ‘on duty’ workout facilities at no cost to the employee.

The City agrees to pay the cost of fitness center, gym, workout, etc. membership fees for off duty use up to \$50 (fifty dollars) per employee per month. Payment will be made as a reimbursement upon proof of membership. Proof of membership shall be defined as a receipt or verification of payment, provided to the facility for the previous calendar year. Proof shall be submitted annually,



in October for the entire year or any part of the previous year. In the event that there is a question as to whether the facility complies with this article, a committee of 2 City and 2 Union appointees shall meet and determine the applicability.

### **ARTICLE 34 - USE OF FIRE STATION**

The City agrees to allow the use of fire stations for the regularly scheduled monthly meeting of the Union provided such meetings do not disrupt normal department operations. Other uses of fire stations may be permitted with prior approval of the Fire Chief or designee.

### **ARTICLE 35 - WSCFF RETIREE MEDICAL TRUST**

The City shall make a deduction from the employee's paycheck and such contribution shall be made on a pre-taxed basis from the base salary of each LEOFF II employee. The contributions shall be payable to the IAFF Medical Expense Retirement Plan. The contribution rate shall be deducted from the employee's paycheck on a pre-taxed rate of \$150.00 per month (\$75 per pay period), or as amended by the Board of Trustees. These contributions shall be included as salary for the purposes of calculating retirement benefits.

### **ARTICLE 36 - ALTERNATIVE DUTY**

If an employee is off work due to an on-the-job or off the job injury or illness, the City will offer alternative duty if it's available and if it has been approved by the employee's physician. Employees will be expected to fulfill the number of hours per week cleared by the physician. Any additional time off will be subject to the rules that govern elective time off.

When approved by the employee's physician, all light duty assignments will be on a 40 hour/week schedule. This schedule will go into effect two (2) weeks from the date of injury.

Any additional time off will be subject to the rules that govern elective time off. During the employee's light duty shift, the employee will be under the direct supervision of the respective Captain and Battalion Chief. The employee will participate in shift activities and facilitate operations not barred by the terms of their medical release.

Examples of alternative duty may include fire prevention, training, administration and public education in addition to basic office duties. Nothing in this article is intended to circumvent rights afforded employees by state or federal laws.

### **ARTICLE 37 - LABOR MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee, consisting of up to three (3) union representatives and up to three (3) City representatives. The Committee shall meet at the request of either party, by mutual consent. The committee's purpose is to discuss matters of mutual concern. It may forward recommendations to Management. It is understood that the committee's role is advisory only. For attendance of meetings, which are mutually agreed to, union representatives shall be in a paid status. The parties shall make good faith efforts to minimize the overtime impacts of the meeting.

## **ARTICLE 38 - WILDLAND MOBILIZATION**

Represented employees shall have equal opportunity to be selected for deployment and only be deployed on mobilizations if they elect to be deployed.

Type 1 apparatus may be mobilized and if mobilized shall be staffed with one (1) company officer and with three (3) firefighters (one will be a volunteer if available). Type 3 and Type 6 apparatus may be mobilized and if mobilized shall be staffed with a minimum of one (1) company officer and with one (1) firefighter.

On all mobilized Type 3 and Type 6 apparatus, at a minimum, the company officer and one firefighter shall be represented employees of this bargaining unit. A represented employee shall be eligible to fill a third position if no volunteer is available.

Medic units may be mobilized and shall be staffed with one (1) company officer and one (1) firefighter. Medic unit staff shall all hold a Washington State EMS certification and include a minimum of one (1) Washington State EMT-Paramedic. On all mobilized medic units, personnel shall be represented employees of this bargaining unit. All employees must possess a current red card if they deploy for wildland firefighting.

The City may provide for the mobilization of a Strike Team Leader who shall be a represented employee.

Each mobilized apparatus shall be staffed with one designated company officer who is a Captain, or in absence of a Captain, an Acting Captain or wildland FF1 (or above). The following are the observed wildland ratings in descending order: Strike Team Leader, Engine Boss, FF1, FF2. In the event of equal qualifications then selection shall be based on the seniority of the employees holding equal qualifications.

The employees activated to respond on a mobilization will, for the duration of the mobilization, be paid at their regular rate of pay, which includes premiums, specialty pay and longevity, for the entire period of their regularly scheduled 24-hour shift and have no reduction in benefits or leave accruals.

The employees activated to respond on a mobilization will, for the duration of the mobilization, be paid at one and one half (1.5) times their base rate of pay, as defined in Article 4.10, for all time that they are engaged in work, from the time of activation until they are released from duty after returning from mobilization except during the period of their regularly scheduled shift.

The employees activated to respond on a mobilization will be afforded a minimum of 12 hours of work for every complete 24-hour period (shift change – shift change) that they are mobilized.

The employees activated to respond on a mobilization who are assigned to function as a company officer or Strike Team Leader will receive an out of class premium consistent with Acting Captain if they are of the firefighter or firefighter/paramedic job classification.

While represented employees are mobilized, they will be considered “not engaged in work” when they are not on duty and will at that time be afforded their unrestricted liberties. Because of the geographic dislocation consistent with mobilization, while not on duty, the employees will be allowed to conduct personal business utilizing the city vehicle with which they were mobilized. Employees will be expected to operate the city vehicle consistent with city policy.

Employees that return from demobilization between 12 and 24 hours prior to the commencement of their regular shift shall be afforded the opportunity to take up to the first 12 hours of that shift off. Employees that return from demobilization up to 12 hours prior to the commencement of their regular shift shall be afforded the opportunity to take 24 hours of that shift off. Employees that return from demobilization on their regularly scheduled shift shall be afforded the opportunity to take the remainder of that shift off. Time off used in the context of this paragraph shall be deducted from the employee’s choice of any of their leave banks including sick leave.

The City shall ensure all mobilizing wildland firefighters have been issued necessary personal protective equipment to include but not limited to:

- 1 helmet with shroud and goggles
- 1 wildland firefighting jacket
- 2 wildland firefighting shirts
- 2 wildland firefighting pants
- 2 pairs of gloves
- \$250 stipend for wildland boots

The employee will be responsible for providing the following personal equipment:

- Underclothing/socks
- Additional clothing for thermal layering
- Personal tent
- Sleeping bag
- Cot or sleeping pad
- 72 hours food and water supply
- Toiletries kit
- Eye wear
- Shower sandals/bath towel

All required training for wildland mobilization is work. All tuition shall be paid by the City and all represented employees shall be paid wage consistent with this CBA for the length of their attendance.

## **ARTICLE 39 – EDUCATIONAL INCENTIVE**

The City and the Union value and encourage the education of all employees. The City has a Tuition Reimbursement Program which employees are encouraged to utilize as the department budget allows.

As an incentive to continue with the education process, the City agrees to provide to all members an educational incentive premium added to the member's base pay equal to two (2%) percent for an Associate's degree or three (3%) percent for a Bachelor's or higher degree from an accredited college or university.

The two incentives above are not cumulative, and employees may only receive credit for one degree.

## **ARTICLE 40 – DEFERRED COMPENSATION**

The City shall provide optional deferred compensation plans for employee participation (currently VOYA and State of Washington DCP). Participation shall be governed by the requirements of the plans and applicable law. In the event that the current plans are no longer available, or upon mutual agreement, the parties may change one or both optional plan providers, then the parties shall meet and agree to at least two plan options.

The City shall contribute a dollar-for-dollar match of up to four percent (4%) of the employees' base salary per pay period into the deferred compensation plan of their choice provided by the City.

Employees may elect to defer additional compensation to the extent permitted by law, but additional employee contributions will not result in additional contributions from the City.

## **ARTICLE 41 – DIESEL EXHAUST REMOVAL**

The parties agree that diesel exhaust has been determined to be a carcinogen as early as 1988 by The National Institutes of Occupational Safety and Health and also to the tenants of NFPA 1500, The Standard on Fire Department Occupational Safety, Health, and Wellness Program which indicate *“the fire department shall prevent exposure to fire fighters and contamination of living and sleeping areas from exhaust emissions,”* Further the parties agree that hose-based direct source capture of diesel exhaust is the most comprehensive approach to diesel exhaust removal. Therefore, the City shall provide hose-based direct source capture of diesel exhaust at all work locations by the end of the term of this agreement. Upon the signing of this agreement the Department Safety Committee shall determine a plan for implementation for approval by the Chief.

## **ARTICLE 42 – VEHICLE DATA**

The parties agree that the City may utilize software in fire personnel vehicles and agree that the information will not be routinely or randomly reviewed to monitor employee performance/driving. The information shall only be reviewed in connection with a specific concern or specific incident.

It is understood that fire department employees routinely drive aggressively and in excess of the posted speed limit as a requirement of their employment and have specialized training in driving emergency response vehicles. No investigations will commence based on response to emergency calls unless there is an incident involving a member.

In the event a represented employee is the subject of an investigation based on information transmitted via AssetWorks, or any future system, said employee shall be allowed to review the information privately with a Union representative immediately prior to his/her interview concerning the incident.

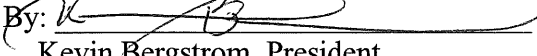
**ARTICLE 43 - TERMINATION AND RENEWAL**

Unless otherwise indicated or except for contract language changes effective from the date of signature forward, this agreement shall be in full force and effect from January 1, 2024, until December 31, 2025.

**CITY OF CAMAS, WASHINGTON**

**INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, LOCAL NO. 2444**

By: \_\_\_\_\_  
Steve Hogan, Mayor

By:  \_\_\_\_\_  
Kevin Bergstrom, President

Date: \_\_\_\_\_

Date: 2/2/2024

By: \_\_\_\_\_  
Doug Quinn, City Administrator

By:  \_\_\_\_\_  
Aaron Cliburn, Vice-President

Date: \_\_\_\_\_

Date: 2/2/2024

## EXHIBIT A

Effective January 1, 2024 – 3.5% CPI +2% Wage adjustment

Position						
	1	2	3	4	5	6
Battalion Chief	11292	11710	12145	12597	13065	13550
Fire Captain/Paramedic	10486	10873	11277	11697	12131	12582
Fire Captain	9679	10037	10410	10797	11198	11614
Deputy Fire Marshal	9679	10037	10410	10797	11198	11614
Firefighter/Paramedic	8873	9201	9542	9897	10265	10646
Firefighter	8066	8364	8675	8998	9332	9678

Hourly Rate Formula for 24-hour shift employee:  $\frac{12 \times \text{Monthly Salary}}{2478 \text{ Hours}}$

Hourly Rate Formula for 40-hour employee:  $\frac{12 \times \text{Monthly Salary}}{2080 \text{ Hours}}$

## **EXHIBIT B**

In addition to annual cost of living increases, the wage scale for members of the bargaining unit will maintain the following salary differentials:

Firefighter 100%

Firefighter/Paramedic 110%

Fire Captain and Deputy Fire Marshal 120%

Paramedic Captain 130%

Battalion Chief 140%

Additionally, a 20% differential shall be maintained between step one and the top step, divided evenly over the duration of the steps.



## EXHIBIT C

### Acting Captain

All qualified personnel shall be considered to work out of class (Acting Captain) when the need arises. Members shall meet the below criteria to be considered to act out of class and the department shall follow the rules below when filling out-of-class assignments.

Qualified personnel are defined as and vacancies shall be filled as outlined below:

1. A member ranked on a certified promotional exam list for fire Captain; or
2. A member who has achieved all of the following:
  - A minimum of two years of time in grade with CWFD.  
Certified as a Blue Card incident commander. Members must stay current on all Blue Card CE once certified.
  - Successful completion of the AC task book, for acting captain

Members who Act out of Class prior to the signing of this document will be afforded the opportunity by the department to obtain Blue Card Incident Command Certification. Those members already qualified to act out of class at the signing of this MOU will be given one year to meet the new standard.

Testing:

- Administrative Battalion Chief or Training Captain along with that member's shift Battalion Chief will be responsible for proctoring the tactical simulation.
- If the member does not pass the tactical simulation, the member will be allowed to retest no sooner than 2 months from their last attempt.
- The member will complete the tactical simulation annually by the anniversary date of their last assessment.

Making out of class assignments for Acting Captain (AC):

Assignments will be made using a rotational system in the following order:

- Qualified member assigned to the shift and station where the vacancy occurred who is on a certified promotional list will fill the vacancy.

If multiple members qualify as above, then the position will be filled using the rotational system.

- Qualified AC member assigned to the shift and station where the vacancy occurred.

If multiple members qualify as above, then the position will be filled using the rotational system:

- If no members qualify at the station where the vacancy occurs, the rotation will apply to the entire shift, thus causing a station move.

This rotation will occur in this order:

- A. Members on Captain promotional list
- B. Members on AC list on a rotational basis

If no members who qualify are on the entire shift, then the vacancy will be filled with OT callback, by calling back in this order:

- A. Ranked Captains on a rotational basis.
- B. Members on the Captain promotional list on a rotational basis
- C. AC qualified members on a rotational basis

\*'Shift and Station' is defined by a member who is normally assigned to that shift and station through the shift bid process.

Making out of class assignments for Acting Battalion Chief (ABC):

- Assignments for ABC will be made in a similar way as AC assignments, with the exception that the rotation to fill the vacancy will apply to the entire shift as opposed to just those at the station where the vacancy occurs.
- Members ranked on a certified promotional exam list for Battalion Chief and on duty shall receive priority. If multiple members on the same shift are on a promotional list and on duty the aforementioned rotational process shall be utilized
- If no Captains on duty are on a promotional list, All captains working shall be considered so long as they have completed a tactical simulation as above from the most recent BC testing process successfully.
- The member will complete the tactical simulation annually.

\* If at any point a member moves stations to fill the AC or ABC position, seniority shall be observed for any moves needed to fill the vacancy created by the qualified member who is filling the acting captain or acting BC position.

Making out of class assignments for Acting Battalion Chief (ABC):

Assignments for ABC will be made in a similar way as AC assignments, with the exception that the rotation to fill the vacancy will apply to the entire shift as opposed to just those at the station where the vacancy occurs.

Members ranked on a certified promotional exam list for Battalion Chief and on duty shall receive priority. If multiple members on the same shift are on a promotional list and on duty the aforementioned rotational process shall be utilized. If no Captains on duty are on a promotional list, all captains working shall be considered so long as they have completed a tactical simulation as above from the most recent BC testing process successfully.

The member will complete the tactical simulation annually.

If at any point a member moves stations to fill the AC or ABC position, seniority shall be observed for any moves needed to fill the vacancy created by the qualified member who is filling the acting captain or acting BC position.

The Fire Chief or designee will be consulted before assignments to acting positions are made.

## **EXHIBIT D**

### **Selection Rounds**

Shift employees may begin selecting vacation time for the upcoming year on a hire date seniority basis beginning about November 1. There shall be two rounds of vacation selection during which personnel may select one vacation period in the “prime” period, and one vacation period in the non-prime period. The “prime” period shall include the first FLSA Period that includes any days in the month of June and conclude at the end of the last FLSA period containing a day in September. If a vacation selection date includes Thanksgiving Day or Christmas day that day shall be considered “prime”. Individual vacation picks selected in each round shall be limited to four (4) consecutive shifts.

After two rounds of vacation selection each member shall select debit days by department seniority. There shall be three (3) rounds of debit selection consisting of each employee selecting four (4) debit days in each round. No more than one debit day per member is to be placed in any one FLSA period. Debit selection shall first be placed on a previously selected leave vacancy in any FLSA period. If no vacancies remain in the selected FLSA period, debit days shall be placed anywhere within that chosen FLSA period. No more than two (2) debit days shall be allowed to be scheduled on any given calendar day without any vacancies in excess of two (2). More than two (2) debit days may be placed on a day if vacancies remain.

### **Debit Selection for Battalion Chiefs**

Battalion Chiefs will conduct their debit day selection following vacation selection as outlined above. Debit days are first to be placed on a previously selected elected leave vacancy created at the Battalion Chief position. Remaining Debit days shall be pooled and utilized throughout the year to fill vacancies created at the Battalion Chief position. Battalion Chief debit days shall be selected by the member with the flexibility to prioritize the avoidance of two (2) Battalion Chiefs on duty at the same time. If two (2) Battalion Chiefs do end up scheduled to work the same day, one of the two shall not count toward minimum staffing. Battalion Chiefs may utilize a limited number of debit hours to attend trainings or other assignments but only as approved by the Fire Chief.

### **Debit Day Trades**

Debit days shall be considered shifts where referenced in this document. All provisions included in Exhibit E shall apply to debit days and trades between members and self-trades shall be allowed as provided in these articles.

If an employee agrees to report back for unscheduled duty for a full 24-hour shift that would normally be compensated at the overtime rate, the employee may elect to eliminate a future debit day in lieu of receiving overtime pay. Individuals may further trade their debit day to another day within the same FLSA period, or to one of the remaining FLSA periods where that member does not already have a debit day selected so long as the trade does not create any additional overtime obligation or place a burden on the employer.

## **EXHIBIT E**

### **Shift Trades**

Shift trades shall only be approved if they do not create an overtime obligation and do not reduce department staffing below that defined in Article 4.20.

Upon agreement of a trade, elective leave (vacation, holiday or compensatory time) may be used for either end of the trade provided there are leave slots available for the leave date requested and the elective leave would not cause overtime as of the date of the leave request.

Personnel on the schedule in the position Battalion Chief (BC or ABC) may request a shift exchange with personnel on the schedule in the position of Battalion Chief (BC or ABC) on a different day.

Personnel on the schedule in the position of Captain (Captain or AC) may request a shift exchange with personnel on the schedule in the position of Captain (Captain or AC) on a different day.

Personnel on the schedule in the position of Firefighter or Firefighter/Paramedic may request a shift exchange with personnel on the schedule in the position of Firefighter or Firefighter/Paramedic.

A Shift Battalion Chief may request a self-trade for specified dates within an FLSA cycle providing the vacated day does not leave that shift below the minimum staffing as outlined in Article 4.20 and there is a BC vacancy on the day to be worked.

A self-trade (other than Shift Battalion Chiefs) may be requested for specified dates within an FLSA cycle providing the vacated day does not leave that shift below minimum staffing or the minimum number of Paramedics as outlined in Article 4.20.

A Paramedic and an EMT may only request a shift exchange if on the day that the Paramedic is vacating, the minimum number of paramedics left on that shift meets the minimum number of paramedics outlined in Article 4.20 (A paramedic that is filling the role of BC on a shift, shall not be considered a component of minimum paramedic staffing).