

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

January 1, 2021- December 31, 2023

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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 Employer as listed herein and wish to reduce the agreement to writing.

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

ARTICLE 1 –RECOGNITION

The Employer 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, Division Chief/Fire Marshal and any positions covered under another bargaining agreement.

ARTICLE 2 - UNION MEMBERSHIP

- 2.1 The Employer 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 monthly “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 in order 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. and shall consist of twenty-four (24) consecutive hours at the fire station followed by forty-eight (48) consecutive hours off duty. Each employee shall work an average of 48 hours per workweek.
 - 4.3.1 Beginning January 1, 2022, the work shift of 24-hour shift emergency personnel, as assigned by the Fire Chief, shall begin at 7:00 a.m. and shall consist of twenty-four (24) consecutive hours at the fire station followed by forty-eight (48) consecutive hours off duty Followed by twenty-four (24) consecutive hours at the fire station followed by ninety-six (96) consecutive hours off duty. This schedule results in an average of 42 hours per workweek.

- 4.3.2 Beginning with the signing of this contract, the parties agree to implementation of floater positions. The process for implementation and scheduling is outline in Exhibit E. The Fire Chief will meet and confer with the labor group before any deployment of floaters.
- 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. 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 For the employees working the twenty-four (24) hour shift schedule every seventh (7th) shift shall not be worked and will be considered a Kelly day. Kelly Days are equally applied to all days of the week for each regular duty assignment. Kelly days are selected by the members in each separate regular duty assignment based on seniority as depicted in Article 11. Article 4.5 shall be suspended beginning January 1, 2022.
- 4.5.1 Beginning January 1, 2022, each 24-hour shift employee shall be required to choose 13 debit days per calendar year, (one in each of the 13 FLSA periods). Debit days shall be chosen by seniority and once chosen, may not be changed by the City without mutual consent of the parties. The method for debit day selection shall be outlined in exhibit C.
- 4.6 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.
- 4.7 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.
- 4.8 Volunteers shall continue to be utilized according to past practice or as agreed by the parties.
- 4.9 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.
- 4.10 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.

- 4.11 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.
- 4.12 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 ninety six (2496) hours per year.
- 4.13 The maximum consecutive hours an employee may work is 60. This is inclusive of any hours worked, including trades or overtime. If an employee works 60 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 60 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.
- 4.14 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 City 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.
- Paramedic personnel shall be compensated at their overtime rate of pay as depicted in Article 4.9 or 4.10 for all required classes to maintain paramedic certification in Clark County taken while not on duty during a regularly scheduled shift. The Administrative Office shall establish the list of required classes and their availability. It is the responsibility of each employee to maintain proper paramedic credentials. Those requirements shall be determined by the County Medical Program Director.
- 4.15 An employee may elect to accrue compensatory time in lieu of overtime at the same rate. An employee may bank up to a maximum of ninety-six (96) hours. 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.

4.16 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.

4.17 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 a minimum of two (2) hours plus time worked. 4.18 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.

4.19 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 in order 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.

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

- 4.20 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. The position shall be refilled as soon as practically possible upon the signing of this agreement by the parties. Two (2) months' notice shall be given prior to transition to the assignment. The assignment of Training Captain shall normally be a one (1) year appointment but may be extended or shortened at the discretion of the Chief or designee with written notice to the Union. The work week for the position shall be a forty (40) hour week consisting of four (4) ten (10) hour days or five (5) eight (8) hour days 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 EMS and 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.
- 4.21 Minimum staffing and leave opportunity for the Camas-Washougal Fire Department shall be as follows:

11 Line positions

- A minimum of three (3) Captains or Acting Captains
- A minimum of four (4) county certified lead paramedics
- A minimum of one (1) Battalion Chief or Acting Battalion Chief
- Engine Companies 41 and 42 shall have a minimum of one (1) Captain or one (1) qualified Acting Captain also one (1) qualified Paramedic. This company may cross staff a Medic Unit.
- Engine Company 43 shall have a minimum of one (1) Captain qualified or one (1) qualified Acting Captain.
- Medic Company 41 and 43 shall be staffed with a minimum of one (1) qualified Paramedic

- 4.21.1 With the deployment of 52 (fifty-two) operational line personnel, or no later than June 1, 2022, whichever comes first, the minimum line personnel shall be increased to twelve (12). The additional member shall be used to increase the minimum staffing at station 42 to three (3) personnel.
- 4.21.2 With the deployment of 56 (fifty-six) operational line personnel, or no later than October 1, 2022, whichever comes first, the minimum line personnel shall be increased to thirteen (13). The additional member shall be used to increase the minimum staffing at station 42 to four (4) personnel. With this addition, cross staffing shall be eliminated at station 42 and there shall be a minimum of one (1) Captain or one (1) qualified Acting Captain and two (2) qualified Paramedics.
- 4.21.3 Prior to the conclusion of this contract, it is anticipated by the parties that staffing of engine companies may frequently be a minimum of 3 (three) members due in part to the 4-platoon deployment, debit days, and increases in staffing. 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 in order 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 that 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 that the minimum member leave opportunity (leave slots) equals 25% of the line personnel regularly working on an individual shift. The line personnel regularly working on an individual shift equals the total line personnel assigned to a shift then subtract the daily average number of Kelly Days.

If 25% of the line personnel regularly working on an individual shift results in a fraction then the minimum member leave opportunity shall be rounded to the nearest whole number.

Line personnel regularly working on an individual shift = W
 Total Line Personnel Assigned to a Shift = A
 Daily Average number of Kelly Days = D
 Frequency of Kelly Days = 1 Kelly per 7 shifts worked = 1/7
 L= Minimum Member Leave Opportunity = Leave Slots

$D = A (1/7)$ rounded to hundredths
 $W = A - D$
 $L = W (1/4)$ rounded to whole number

Example:

A=16
 $D=16 (1/7)$ rounded to hundredths = 2.29
 $W=16 - 2.29 = 13.71$
 $L = 13.71 (1/4)$ rounded to whole number = 3

Or

A=17

D= $17(1/7)$ rounded to hundredths = 2.43

W= $17 - 2.43 = 14.57$

L = $14.57 (1/4)$ rounded to whole number = 4

The above formula shall be in effect through 12/31/2021 or until the four platoon deployment begins.

Beginning January 1, 2022, 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 if 15 or fewer personnel are assigned to that shift. Once 16 personnel are assigned to a given shift, the minimum member leave opportunity (leave slots) shall be four (4) on that shift.

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

Members will be moved from their assigned station to another only for the purpose of mitigating staffing shortages in excess of minimum staffing requirements (minimum staffing requirements as depicted within CBA and MOUs).

- 4.22 Vacancies are any position in the schedule that needs to be filled to maintain 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 is 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.

- 4.23 Employee for employee trades shall be allowed. Each member of the bargaining unit can exchange shifts with other members when the change does not reduce department staffing below that defined in Article 4.21 of this CBA.

- 4.24 Kelly day trades shall be allowed. Each member of the bargaining unit can exchange their scheduled twenty-four (24) hour Kelly day for a scheduled twenty-four (24) hour shift within the established twenty-one (21) day FLSA work period. A Kelly day trade shall occupy a leave slot as defined in Article 4.21 of this CBA.
- 4.24.1 Beginning January 1, 2022, members may trade debit days from one day to another within the same FLSA cycle so long as at least one individual is assigned a debit day for each day of the FLSA period and no more than two individuals are assigned a debit day for any day of every FLSA period.
- 4.25 Each member of the bargaining unit may voluntarily exchange a scheduled twenty-four (24) hour shift with another twenty-four (24) hour shift on a different platoon without an individual being assigned to work in their place. Self-trades may be denied unless the trade eliminates any need for additional personnel on overtime to meet minimum staffing requirements at the time of request. Self-trade requests shall not be made earlier than two (2) weeks prior to the ‘traded from’ day. The requested ‘traded to’ day must fall within one week of the ‘traded from’ day and be within the same FLSA work period.
- 4.26 Trade opportunities established in Articles 4.23 and 4.25 of this CBA will not create overtime obligations, interrupt instructor obligations or unreasonably interfere with daily operations, except Kelly day trades as provided for in article 4.24 since that trade occupies a leave slot. . Trade requests will not be capriciously or arbitrarily withheld. If a trade request is denied, the City will state in writing the reason for the denial. Trade requests will be addressed within twenty-four (24) hours of submittal of the written request. In the absence of the Fire Chief, the designee may respond to the trade submittal.
- 4.27 The FLSA period shall commence on any ‘B’ shift Monday and shall be a twenty-one (21) day period.
- 4.28 Should the Department have adequate staffing to explore Peak Deployment Units (PDU), the parties agree to meet and bargain the impacts of PDUs.

ARTICLE 5 – HOLIDAY COMPENSATION – TIME OFF

- 5.1 Upon hire, probationary shift employees shall be advanced pro-rated holiday hours equivalent to 8.67 hours per month 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 four (104) 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 December 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 thirteen (13) holidays, the normal ten (10) 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 (8.67 hours per month) 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 month 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 four (104) hours of holiday accruals each January as outlined in this article. Up to eighty (80) of those hours may be used to offset the ten (10) holidays observed by City Hall during that same year. Any hours not used by the December 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 by seniority and will take them between January 1 and December 31 for vacation earned the previous 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.
- 6.2 An employee taking their vacation shall not be entitled to any extra compensation for having worked during the period for which he was 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 in the December paycheck 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 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.

Effective January 1, 2023, upon termination or separation of service, the employee shall receive accrued leave not to exceed two (2) years accrual.

- 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/Mon	Hrs/Yr	Hrs/Mon	Hrs/Yr
0-1 yr.	6	72		
0- 4 yrs.			8	96
2-4 yrs.	12	144		
5-7 yrs.	14	168		
5 – 9 yrs.			12	144
8-10 yrs.	16	192		
10 – 14 yrs.			14	168
11-14 yrs.	18	216		
15-19 yrs.	20	240	16	192
20 or more yrs.	28	336	22	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 eighteen (18) hours per month 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 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 work day, 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 thirty-three percent (33%) 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 thirty-three percent (33%) of all hours accrued over one thousand forty (1040). This benefit will be paid to eligible employees annually in December.

If an employee has less than one thousand two-hundred forty-eight (1248) or one thousand forty (1040) sick leave hours and does not use any sick leave during the previous twelve (12) consecutive calendar months, the employee shall receive a \$400 (four hundred) dollar cash bonus. . This option may be utilized once every twelve (12) month period. Employees must notify payroll of their desire to utilize this benefit by the payroll cutoff period to receive it in that month’s paycheck.

- 7.8 The Union and the City agree to abide by the provisions of the Federal Family Medical Leave Act, Washington Family Leave Act 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 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 for 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. In order 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.

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 department head. 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

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 L and I leave used by the employee.

10.11 Washington State Paid Family Medical Leave

Eligible employees are covered by Washington’s Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement. Paid Family Leave benefits and Paid Medical Leave benefits are available through this program.

Premiums for benefits are established by law will total four-tenths of one percent (0.4%) of employees’ wages (unless otherwise limited by action of the State). Employees shall pay through a monthly payroll deduction, the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. This equates to 63% of the 0.4% premium collection being deducted from the employee’s paid wages.

The employee’s contribution to this premium shall be as set forth in RCW 50A.04.115 through the term of the contract.

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 Northwest Firefighters Medical Benefits Trust (NWFFT) Plan \$100, NWFFT Plan \$1500 HDHP or Kaiser Plan B for health insurance.

Effective January 1, 2022, members on the NWFFT Plan \$100 and Kaiser Plan B will transition to the NWFFT Plan \$200 and Kaiser \$250 deductible plan, respectively.

- 13.2 Each employee that participates in NWFFT 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) in the following amount:

- Employee only- \$2200/annually (paid in January)
- Family- \$4200/annually (paid in January)

Effective January 1, 2022, this additional contribution provided by the City will be in the following amount:

- Employee only - \$2000/annually (paid in January)
- Family - \$3900/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 Delta Dental of Washington and Willamette Dental administered by Vimly Benefit Solutions for employee and dependent dental coverage for employees enrolled in NWFFT medical plans.
- The City agrees to pay 100% of the premiums for Delta Dental Plan F, Willamette Dental and VSP (administered by AWC) for employee and dependent dental and vision coverage for employees enrolled in Kaiser medical coverage.
- 13.6 The City shall provide a term life insurance policy for all employees in the amount of one time (1x) the employee's annual salary not to exceed 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 City of changes in the premium structure, benefits structure and/or the continued availability of such plans, then and in that event, the City will notify the Union and employees of such changes. The parties will negotiate these changes and thereafter the City will determine whether or not to make changes to the health and welfare plans inclusive of benefit levels and premium levels.
- 13.9 The City shall make pension contributions required to the LEOFF II state pension act.
- 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 as described above 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 employee 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 that are NFPA 1975 compliant and in new condition upon employment and 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 Rain Coat
 - 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 work days 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 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 Newly hired employees (entry level and lateral) shall serve a probationary period not normally to exceed twelve (12) months. In the event of extended illness, injury or a leave of absence that causes the employee to miss more than four (4) shifts, the employee's probationary period shall be extended by the equivalent amount of time the employee was not working.
- Step increases outlined in this document shall remain unaffected by the probationary period and will continue to be applied upon the date of hire anniversary. 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.
- 15.8 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, given a copy of the document, and a copy of the document delivered 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 the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

- 15.9 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.
- 15.10 It is the City's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.
- 15.11 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 then 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 may be granted a step increase subject to satisfactory completion of probation as determined by the department head and after having served twelve (12) months at Step 1. Thereafter, an employee will be considered for a further 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.
- 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 3.5% increase.
- For 2021, this CPI-U amount is 1.7%; therefore all members of the bargaining group will receive a 2% COLA for 2021.
- 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.
- 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 D.

- Assigned to shift where vacancy occurred; if equal then,
- Assigned to station where vacancy occurred (does not apply to Acting BC position); if equal then,
- Seniority

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. Employees will be considered working out of class anytime that they are placed in a position where they are forced to make the decisions of a higher classification because they are not provided the necessary supervision.

- 22.8 When a forty (40) hour employee is assigned and directed by the Employer 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 (6th) day and continuing until such time as the temporary assignment is ended by the City.
- 22.9 It is the Employee’s responsibility to maintain their paramedic skills and training necessary to maintain their paramedic certification. The City will assist the employee, with approval of the department head, in scheduling all necessary classes and training. The employee may elect to attend one (1) medically oriented conference each year subject to department head approval. The City will pay for the cost of the conference, transportation, meals, lodging and cost of re-certification tests.
- 22.10 Any qualified Firefighter/Paramedic who works as a Field Training Officer (FTO) will be eligible for a premium equal to 8% of the employee’s base hourly wage for each hour performing FTO duties.
- 22.11 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.
- 22.12 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.
- 22.13 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.

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

22.14 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 addition to their base hourly rate of pay. The following reflects the percentage increased for each special duty assignment currently established

- Rope Rescue Technician – 2% of employee’s base pay
- SCBA Technician – 2% of employee’s base pay
- EMS Supply Coordinator – 2% of employee’s base pay

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, and the member responsible for the area of special duty. 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.

It is the intention of the City to establish a Swift Water Rescue Program. Upon approval and budgetary authority for the program, if the Chief assigns employees to be Swift Water Rescue Technicians, those members will be eligible for special duty pay equal to other special duty assignment premiums.

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 afforded 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) at 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:
1. Prior to members approved to work out of class as an Acting Captain they shall be provided blue card incident command certification training.
 2. The department shall host, at no cost to the employee, at least two training opportunities annually as determined by the Training Captain with outside recognized training.
- 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.
- 28.2. 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.
- 28.3. Firefighters requesting transfer into the Firefighter/Paramedic position shall be, at a minimum, in FTEP Phase 4. 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.

- 28.4. 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 the Personnel Ordinance, and that where it is found that the provisions of such an agreement are in conflict with the Personnel Ordinance, that the language of the agreement would become the basis for recommending an amendment of the Ordinance.

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 smoking any tobacco products while on-duty. Employees who use smokeless tobacco products shall be allowed to do so, so long as the use does not interfere with daily operations or response. Smokeless tobacco use is a privilege and shall be limited to the fire station and non-public areas. No tobacco products shall be used within apparatus or while on calls. Individuals using smokeless tobacco products will be responsible for maintaining inconspicuous use.

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.

During the term of the contract, the parties agree to work to achieve agreement on the components that would be evaluated during annual required physicals.

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 Washington State Council of Firefighters Medical Expense Retirement Plan administered by Benefit Solutions, Inc. The contribution rate shall be deducted from the employee's paycheck on a pre-taxed rate of \$75.00 per month, or as amended by the Board of Trustees. These contributions shall be included as salary for 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 is 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 n 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 EMT certification and include a minimum of one (1) Washington State EMT-Paramedic. On all mobilized medic unit 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 tuitions 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 department budget allows.

Effective January 1, 2022, 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 one (1%) percent for an Associate's Degree or two (2%) percent for a Bachelor's Degree from an accredited college or university.

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

ARTICLE 40 – DEFERRED COMPENSATION

The City shall provide the current optional deferred compensation plans for employee participation (VOYA and State of Washington DCP currently). 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, the parties shall meet and agree to two plan options.

Effective January 1, 2022, the City shall contribute a dollar-for-dollar match of up to one percent (1%) of the employees' base salary per month into the deferred compensation plan of their choice provided by the City.

Effective January 1, 2023, the City shall contribute a dollar-for-dollar match of up to two percent (2%) of the employees' base salary per month 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 by the City.

ARTICLE 41 - 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, 2021, until December 31, 2023.

CITY OF CAMAS, WASHINGTON

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

By: _____
Barry McDonnell, Mayor

By: _____
Kevin Bergstrom, President

Date: _____

Date: _____

By: _____
Jamal Fox, City Administrator

By: _____
Kevin West, Vice-President

Date: _____

Date: _____

EXHIBIT A

Effective January 1, 2021 – 2%

Position	1	2	3	4	5	6
	Battalion Chief	8965	9296	9642	10000	10371
Fire Captain/Paramedic	8325	8632	8954	9286	9631	9988
Fire Captain	7685	7968	8264	8571	8890	9220
Deputy Fire Marshal	7685	7968	8264	8571	8890	9220
Firefighter/Paramedic	7044	7304	7576	7857	8149	8452
Firefighter	6404	6640	6887	7143	7408	7684

Hourly Rate Formula for 24 hour shift employee: $\frac{12 \times \text{Monthly Salary}}{2496 \text{ Hours}}$

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

Debit Selection

By seniority, every member, except Battalion Chief, would pick their 13 debit days prior to the start of the new year. Vacation selection would follow.

Each day of the 28-day FLSA cycle would require at least one individual working a debit day. Additionally, no more than two individuals shall schedule a debit day on the same day during the FLSA cycle.

Two days each calendar year shall not be required to be selected as debit days and those shall be Christmas and Thanksgiving.

Debit Selection for the position of Battalion Chief will be by the following method:

Battalion Chiefs will conduct their debit day selection following vacation selection. Debit days will be chosen by Battalion Chiefs with a priority to occupy vacancies in all 13 FLSA cycles. The Battalion Chiefs will select debit days prior to the start of the new year.

EXHIBIT D

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:

1. A member ranked on a certified promotional exam list for fire Captain; or
2. A member who has achieved all the following:
 - A passing score on the tactical simulation exercise(s) that were used in the most recent promotional exam for the rank in which they will be acting out of class and Successful completion of the AC task book, for acting captain.

Testing:

Administrative Battalion Chief 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 similar to the card system used for general OT callback

Assignments will be made in the following order:

1. Qualified member assigned to the shift and station where the vacancy occurred who is on a certified promotional list will fill the vacancy o If multiple members qualify as above, then the position will be filled using the rotational system.
2. Qualified AC member assigned to the shift and station where the vacancy occurred o If multiple members qualify as above, then the position will be filled using the rotational system.
3. If no members qualify at the station where the vacancy occurs, the rotation will apply to the entire shift, thus causing a station move o This rotation will occur in the order:
 - A. Members on Captain promotional list
 - B. Members on AC list on a rotational basis
4. 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

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 E

Floater position

Recognizing the mutual desire to limit the impact of mandatory overtime and the burden that places on the union, the union and City agree to the following language regarding the implementation and use of 'Floater' firefighters.

- A) Up to two members will be assigned to the 'floater' position.
 - 1. Bidding to fill the floater position(s) shall be by seniority with the department and chosen from all paramedics below the grade of captain. The selection process will include a fourteen (14) day posting to allow all interested employees the opportunity to apply.
- B) To qualify for the floater position, the appointed personnel must be an AC qualified paramedic. Once all qualified candidates have been identified a selection process shall begin and 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.

The selection committee will recommend to the Fire Chief or designee the applicant/s most qualified to fill the floater position/s.

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. Regular hours of the floater(s) shall be scheduled for one 21 -day FLSA work cycle at a time. The floater schedule shall be posted ten (10) days prior to the beginning of each scheduling period of the 21 -day FLSA work cycles. The floater shall normally work 24 hours on followed by 48 hours off.

- 1. The floater(s) shall choose from shifts requiring the use of OT to maintain minimum staffing. If there are not sufficient shifts in a 21 day FLSA cycle that require the use of OT, then the floater shall select shifts that meet the needs of the department while considering the employees' needs and maintaining the hours requirement set forth above.
- 2. The floater(s) shall, with mutual consent, be allowed to work 2 consecutive shifts in a row to meet the needs of the department. The floater shall not select more than 48 consecutive hours of regular shift duty. This is not inclusive of any overtime shifts.
- 3. The floater(s) shall schedule 144 regular hours in each 21 -day FLSA work cycle.

4. The floater(s) shall schedule vacation irrespective of the personnel assigned to shift. The floater(s) may schedule up to 72 hours of leave during any 1 FLSA period. That limitation is made possible by the flexible nature of the schedule.
5. This agreement does not prohibit the floater(s) from working overtime or making shift trades. When the floater works any shift(s) in addition to scheduled shifts during an FLSA cycle, he/she shall be eligible for overtime as defined in the CBA.
6. The floater(s) shall schedule 2496 hours each year.
7. The floater(s) may request to move a selected shift to another shift, if available, with the approval of the Chief or designee.
8. Additional shifts may be made available due to disabilities, injuries, or extended leaves. The Floater(s) may move selected shifts to cover these absences, or may be assigned by the Chief or designee if mutually agreed upon.
9. The Administrative Battalion Chief shall be responsible for posting the needs of the department and coordinate the selection process for the floater.

Once the time has been placed in scheduling, the continued monitoring of scheduling shall be done by the shift battalion chiefs. Any changes to schedules for the floater must be approved by the Chief or designee.

- C) In the event of any unforeseen scheduling problems, both parties agree to meet and mutually resolve the problem.