



City Council Regular Meeting Agenda Monday, August 17, 2020, 7:00 PM REMOTE MEETING PARTICIPATION

NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting to ensure reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1.)

Participate in this virtual meeting with the online ZOOM application and/or by phone.

OPTION 1 -- Join the virtual meeting from any device:

1. First-time ZOOM users, go to www.zoom.us
 - To download the free ZOOM Cloud Meetings app for your device
 - Or, click the Join Meeting link in the top right corner and paste - 93690869021
2. From any device click the meeting link - <https://zoom.us/j/93690869021>
3. Enter your email and name, and then join webinar
4. Wait for host to start the meeting

OPTION 2 -- Join the virtual meeting from your phone (audio only):

1. Dial 877-853-5257
2. When prompted, enter meeting ID 936 9086 9021#, and then ##

During Public Comment periods:

1. Click the **raise hand icon** in the app to be called upon for up to 3-minute comment
 - If attending by phone, hit *9 to "raise your hand"
2. Public comments to publiccomments@cityofcamas.us (limit to 400 words).

Emails are entered into the meeting record and if received by one hour before the meeting begins, emailed to Council. In the meeting, the clerk will read the submitter's name, subject, and date/time it was received. Emails are accepted until 1 hour after the meeting and emailed to Council the next business day.

SPECIAL MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

CONSENT AGENDA

NOTE: Consent Agenda items may be removed for general discussion or action.

1. [August 3, 2020 and August 12, 2020 Camas City Council Special Meeting Minutes - Draft](#)

2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. \$81,979.24 for July 2020 Emergency Medical Services (EMS) Write-off Billings and \$4,718.91 in GEMT Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson, Finance Director)
4. [Slow Sand Water Treatment Plant Corrosion Control Project \(Submitted by Sam Adams, Utilities Manager\)](#)

NON-AGENDA ITEMS

5. Staff
6. Council

MAYOR

7. Mayor Announcements

MEETING ITEMS

8. [City of Camas Proclamation of Civil Emergency COVID-19](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
9. [Collective Bargaining Agreement - City of Camas and IAFF Local 2444 for 2020](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)

PUBLIC COMMENTS

10. Executive Session – Topic: Potential Litigation (RCW 42.30.110)

ADJOURNMENT



City Council Workshop Minutes - Draft
Monday, August 03, 2020, 4:30 PM
REMOTE MEETING PARTICIPATION

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor McDonnell called the meeting to order at 4:30 p.m.

ROLL CALL

Present: Council Members Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Melissa Smith, Steve Hogan and Shannon Roberts

Staff: Jerry Acheson, Bernie Bacon, Phil Bourquin, Sherry Coulter, Catrina Galicz, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, Heather Rowley, Connie Urquhart, Nick Swinhart and Steve Wall

Press: Jack Heffernan, The Columbian

PUBLIC COMMENTS

Lori Lackland, 3553 NW 60th Avenue, Camas, commented about chalk art.

Charity Feb, 1401 NW 7th Avenue, Camas, commented about elections.

Jeryln Holland, 2535 NW Ogden Court, Camas, commented about equity.

Additional public comments received via publiccomments@cityofcamas.us are attached to these minutes.

WORKSHOP TOPICS

1. Removal of Markings and Graffiti
Presenters: Steve Wall, Public Works Director and Shawn MacPherson, City Attorney

Wall and MacPherson provided an overview of current code and potential public art options. Discussion ensued.
2. Lacamas Park Trail Bridge
Presenters: Steve Wall, Public Works Director and Shawn MacPherson, City Attorney

Wall and MacPherson provided an overview of the topic and possible options. Discussion ensued. This topic was referred to the Parks and Recreation Commission for further research and review.

3. Public Works Miscellaneous and Updates
This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director

Wall commented about the Slurry Seal Program.

4. City of Camas 2021-2022 Revenue Budget Projections
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the revenue budget projections.

5. Community Development Miscellaneous and Updates
This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director

Bourquin provide updates regarding the Building and Planning divisions, the Planning Commission, and the Shoreline Master Plan.

6. City Administrator Miscellaneous and Updates
This is a placeholder for miscellaneous or emergent items.
Presenter: Jennifer Gorsuch, Administrative Services Director

There were no miscellaneous updates.

COUNCIL COMMENTS AND REPORTS

Anderson attended a C-TRAN meeting. He attended a discussion with Washougal about the Camas-Washougal Fire Department (CWFD). Anderson commented about a proposal for an equity commission

Hogan commented about working with staff and other local partners regarding water quality of the Camas lakes. He attended the Finance Committee meeting.

Carter attended the Finance Committee meeting and commented about inclusion and an equity commission proposal.

Smith will attend a Regional Transportation Council (RTC) meeting and the County's meeting about systemic racism. She commented about the retirement of Brent Erickson from the Camas Washougal Chamber of Commerce and his 20 years of service.

Chaney commented about C-TRAN and Clark Regional Emergency Services Agency (CRESA). He complimented City staff.

Roberts attended the July Planning Commission meeting and commented about the meeting in August. She commented about a webinar she attended and a request emailed to Council from In God We Trust America, Inc.

Burton commented about community, inclusion, and an equity commission proposal.

PUBLIC COMMENTS

Nate Jackson, 1123 NE Adams St, Camas, commented about chalk art.

ADJOURNMENT

The meeting adjourned at 5:53 p.m.

From: [Ryan Conroy](#)
To: [Public Comments](#)
Subject: BLM Chalk Art
Date: Thursday, July 30, 2020 9:55:52 PM

To whom it may concern,

My name is Ryan and I live in Vancouver. I have grown up in this town my whole life. I served in the US military in the United States Marine Corps, but other than that I have lived here. I have always had friends who have lived in camas and i have always come to the port to launch my boat. I used to bowl as a junior bowler at riverside bowl. I have never in my 33 years of life thought of the city of camas as a racist or unequal opportunity town. As I have watched this BLM chalk war unravel over the past three weeks from my friend melissa's social media, I have thought wow I really dont like the city of camas anymore. This is a disgrace to the sw washington community as a whole. Sidewalk chalk is harmless and has never been an issue until multiple people have started expressing their feelings with it. Because it has offended someone it has been taken down. What happened to America the country in which I and many others have fought for and so many have died for? What happened to free speech and freedom of expression??? It is sidewalk chalk and it washes away after a few days. The leadership of the city of camas needs to step up and support this small sanction of people showing support for a good cause. Be thankful they arent rioting and burning down buildings and destroying businesses. This war needs to end and the BLM movement needs support from the city of camas and not just get washed away. Support racial inequality and make this America a fair country.

Thank you for your time
Ryan

From: [Brandii Heaward](#)
To: [Barry McDonnell](#); [Greg Anderson](#); [Ellen Burton](#); [Bonnie Carter](#); [Don Chaney](#); [Steve Hogan](#); [Shannon Roberts](#); [Melissa Smith](#); [Steve Wall](#); macphersonlaw@comcast.net; [Public Comments](#)
Subject: Support for our City and City Employees re: keeping our parks neutral areas
Date: Tuesday, August 4, 2020 8:19:45 AM

Good evening Council Members,

I've been listening to the 4:30 workshop today. I decided not to make my public comment by voice and instead wanted to email you all about an encounter I had with two individuals last Friday at the Crown Park wall. I want to thank all of you for addressing the ordinance re: chalk art/graffiti/tagging. I appreciate and support Council Member Bonnie Carter's suggestion for keeping the chalk art to the Camas Library and developing a future program that does not include Crown Park. With school being closed and parks having been closed, our children do not have many public places to go and play freely. I believe our parks, with playgrounds, should be left neutral zones where kids and families can go without fear of any kind.

Below is my brief description, from my social media post yesterday:

"Friday morning, before I was aware of any of this, I had a very disturbing in-person encounter with two men at the park. I was driving with my kids and passed the park. I saw two men, on ladders, putting "Black Lives Matter" with two fists in front of it, on the top portion of the wall, facing Everett St./Top Burger side. I was concerned as it appeared to be paint from afar because it looked solid compared to chalk, and also questioned their intentions being on a public park, where children play, and intentionally placing their work higher than any person could reach, at 8:45am.

I decided to pull over and called the city office to report what was happening, in case it was paint. I was told to call the police station to have an officer come out and check. I called the station directly, no answer, so I called 311. Before the officer arrived, the two men headed to their cars. I was parked on the side of the street. I had no idea the cars in front of me were theirs until they headed towards them. I decided to take the opportunity to ask them what they were doing, in hopes of gaining understanding of their intentions.

I asked them, "What were you guys doing?"

One of the men completely went off on me for simply asking that. He said, "Having fun. Why are you harassing us? We expected people like you. (laughing at me) We're Camas residents and you're a racist. Fuck off."

I immediately got back in my car, without responding to him. As he drove off, he flipped me off out his window. As my kids watched and heard it all.

I stayed there until an officer came to let them know what had happened and the man's offensive language towards me.

The officer thought it was paint as well from afar, but did discover it was chalk. The officer apologized for the person being so unpleasant to me. Shortly after, the officer called me to explain the city was going to send someone out to wash the wall, since they try to keep the parks a neutral place. I was surprised, impressed, and thankful for the city's response."

I do not believe these two men had good intentions, as their behavior and actions towards me showed. This is an example of why I think it's important that the city and Mayor address this and keep the ordinance for our parks to remain neutral while removing any markings, of any kind, if a complaint is made. Which then leads to the work order and it removed.

I've lived in Camas for over 20 years, as well as live on Everett St. myself. Thank you for the support and thank you to our city employees doing the work to keep our city going.

Thank you,

Brandii Heaward

2525 NE Everett St.

360-852-4697



City Council Regular Meeting Minutes - Draft
Monday, August 03, 2020, 7:00 PM
REMOTE MEETING PARTICIPATION

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor McDonnell called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Melissa Smith, Steve Hogan and Shannon Roberts

Staff: Jerry Acheson, Bernie Bacon, Phil Bourquin, James Carothers, Sherry Coulter, Catrina Galicz, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, Heather Rowley, Connie Urquhart, Nick Swinhart and Steve Wall

Press: Jack Heffernan, The Columbian

PUBLIC COMMENTS

Ira Blumberg, 137 N 45th Circle, Camas, commented about the appointment of Jamal Fox to the position of City Administrator.

Vicki Nakashima, 19504 SE 32nd Drive, Camas, commented about the appointment of Jamal Fox to the position of City Administrator.

CONSENT AGENDA

1. July 20, 2020 Camas City Council Special Meeting Minutes
2. \$1,134,236.70 Automated Clearing House and Claim Checks Numbered 144933 to 145033; \$2,182,149.10 Automated Clearing House, Direct Deposit and Payroll Checks Numbered 7851 to 7854 and Payroll Accounts Payable Checks Numbered 14926 through 144932; \$2,058,915.93 July Electronic Payments
3. 2020 Citywide Pavement Preservation Slurry Seals (Submitted by Denis Ryan, Operations Supervisor)

It was moved by Council Member Carter, and seconded, to approve the Consent Agenda. The motion carried unanimously.

NON-AGENDA ITEMS

5. Staff

There were no updates from staff.

6. Council

Hogan and Chaney commented about the proposal for an equity commission.

MAYOR

7. Mayor Announcements

Mayor had no announcements.

8. Council Confirmation of Mayor's Appointment to the Position of City Administrator

Mayor commented about the selection of Jamal Fox. Gorsuch provided an overview of the employment agreement process.

It was moved by Smith, and seconded, to confirm the Mayor's appointment of Jamal Fox to the position of City Administrator. The motion carried unanimously.

Fox commented about his confirmation and thanked everyone for the welcome he and his family had received.

MEETING ITEMS

9. City of Camas Proclamation of Civil Emergency COVID-19
Presenter: Jennifer Gorsuch, Administrative Services Director

It was moved by Hogan, and seconded, that the Mayor's Proclamation of Civil Emergency dated March 18, 2020, the Supplement dated April 15, 2020, and the Amendment dated June 16, 2020, be reaffirmed. The motion carried unanimously.

10. NE 3rd Avenue Bridge Seismic Retrofit Reconsideration of Bids
Presenter: James Carothers, Engineering Manager

Carothers provided an overview. MacPherson provided additional clarification regarding the bid award process.

It was moved by Anderson, and seconded, to reject all bids and directed staff to re-bid the project and to work with Washington State Department of Transportation (WSDOT) to ensure their concurrence on the next bid award. The motion carried unanimously.

PUBLIC COMMENTS

No one from the public wished to speak.

ADJOURNMENT

The meeting adjourned at 7:20 p.m.



City Council Special Meeting Minutes - Draft
Wednesday, August 12, 2020, 3:00 PM
REMOTE MEETING PARTICIPATION

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor McDonnell called the meeting to order at 3:01 p.m.

ROLL CALL

Present: Council Members Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Melissa Smith, Steve Hogan and Shannon Roberts

Staff: Bernie Bacon, Jennifer Gorsuch and Shawn MacPherson

Press: No one from the press was present

MEETING ITEMS

1. Executive Session – Topic: Potential Litigation (RCW 42.30.110)

The Council met in an Executive Session regarding potential litigation per RCW 42.30.110. Mayor McDonnell stated that the Executive Session was scheduled to last approximately 40 minutes. He recessed the meeting at 3:02 p.m. It was held via online ZOOM application. Elected officials present were: Mayor McDonnell and Council Members Anderson, Burton, Carter, Chaney, Hogan, Roberts and Smith. Others present were City Attorney Shawn MacPherson and Deputy City Clerk Bernie Bacon. Mayor McDonnell reconvened the meeting at 3:41 p.m.

ADJOURNMENT

The meeting adjourned at 3:43 p.m.



Staff Report – Consent Agenda

Slow Sand Water Treatment Plant Corrosion Control Project (Submitted by Sam Adams, Utilities Manager)

Phone	Email
360.817.1563	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: Slow Sand Water Treatment Plant Corrosion Control Project Completion Acceptance

Recommendation/Recommended Action/Action Requested: Accept the Slow Sand Water Treatment Plant Corrosion Control Project as complete. Authorize staff to make final pay estimate to Stettler Supply Company.

PROCLAMATION OF CIVIL EMERGENCY

CITY OF CAMAS, WASHINGTON

Whereas, Camas Municipal Code Section 2.48.020 provides that in the event an emergency occurs which causes or is tending to cause danger or injury to persons or damage to property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare then the Mayor may proclaim a civil emergency to exist; and

Whereas, in the interest of public safety and welfare, Washington state law under Chapter 38.52 RCW sets forth certain powers exercisable by municipalities in the event of emergencies; and

Whereas, Camas Municipal Code Chapter 8.56 sets forth additional procedures and powers related to Emergency Management; and

Whereas, on February 29, 2020, Governor Jay Inslee declared a state of emergency due to the public health emergency posed by the coronavirus 2019 (hereafter COVID-19); and

Whereas, on March 13, 2020, the Clark County Council announced a state of emergency resolution for Clark County regarding COVID-19. Similar emergency declarations have been issued in Washington, Multnomah, and Clackamas counties in the Portland metropolitan area; and

Whereas, on March 13, 2020, Governor Inslee ordered all K-12 public and private schools in Washington State to close by no later than March 17, 2020 and remained closed through April 24, 2020, further ordering on March 16, 2020 a statewide emergency proclamation to temporarily shut down restaurants, bars and entertainment and recreational facilities and ban all gatherings with over 50 participants, with all gatherings under 50 participants to be prohibited unless previously announced criteria for public health and social distancing are met; and

Whereas, on March 13, 2020, President Donald Trump declared a national emergency in the United States of America related to the COVID-19 outbreak; and

Whereas, as of March 14, 2020, the Washington State Department of Health reported a total of 642 confirmed cases of COVID-19 with 40 resulting deaths. As of March 14, 2020, at least 3 confirmed cases of COVID-19 have been reported in Clark County; and

Whereas, as reported by the Washington State Department of Health:

Public health experts agree that the true number of people who have been infected with COVID-19 in Washington greatly exceeds the number of COVID-19 infections that have been laboratory-confirmed. It is very difficult to know exactly how many people in Washington have been infected to date since most people with COVID-19 experience mild illness and the ability to get tested is still not widely available; and

Whereas, as Mayor of the City of Camas I have determined that it is necessary to proclaim the existence of a civil emergency and to take such actions as may be required to effectively utilize city resources in the protection of the public health, safety and welfare;

NOW, THEREFORE I, Barry McDonnell, Mayor of the City of Camas, Proclaim as follows:

1. I declare there is a civil emergency caused by COVID-19 in the City of Camas.
2. The civil emergency requires the implementation of those powers delineated in Chapter 2.48 and 8.56 of the Camas Municipal Code and Chapter 38.52 RCW.
3. To the extent of such powers as granted by law, the City may enter into contracts and incur obligations, and take any other appropriate action necessary to address and respond to the emergency to protect the health and safety of persons and properties and to provide emergency assistance to persons affected by this emergency.
4. These powers will be exercised in light of the exigencies of the situation without regard to the formalities prescribed by State statutes and rules, or by City ordinance (except for mandatory constitutional requirements). These include but are not limited to budget law limitations, requirements for competitive bidding, publication of notices related to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and equipment, and the appropriation and expenditure of funds.
5. I delegate to the Department heads and their designees the authority to solicit quotes and estimates for contracts necessary to combat the emergency. Department heads may enter into contracts in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Contracts over this amount will be signed by the Mayor.
6. Department heads are further authorized to reassign staff from their ordinary duties to work deemed necessary to address the emergency outside their normal job duties and to require work beyond normal working hours in the performance of duties deemed necessary to respond to the emergency.
7. Pursuant to Camas Municipal Code sections 2.48.020 and 8.56.080 a copy of this Proclamation shall be filed with the City Clerk, a copy delivered to the Director of Emergency Management, State Emergency Management, and the Governor and the news media within the City shall be advised, with copies of this Proclamation posted at public places as may heretofore be designated.
8. This Proclamation will take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code Section 2.48.040.

DATED AND SIGNED THIS 18th DAY OF MARCH, 2020.

City of Camas



Mayor Barry McDonnell

SUPPLEMENT TO PROCLAMATION OF CIVIL EMERGENCY
ISSUED MARCH 18, 2020
CITY OF CAMAS, WASHINGTON

The recitals as set forth in the Proclamation of Civil Emergency, City of Camas, Washington issued March 18, 2020 are hereby adopted by reference.

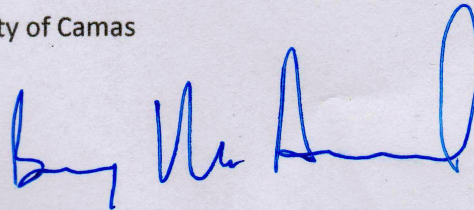
For and as supplement to said Proclamation, as Mayor of the City of Camas, do Proclaim as follows:

1. The City hereby implements a moratorium on the hiring of new employees with exceptions to be granted on a case-by-case basis by the Mayor.
2. City employee accrual of overtime shall be limited to emergency and unavoidable circumstances.
3. The City hereby implements a moratorium on the hiring of any seasonal staff with exceptions to be granted by the Mayor.
4. No employee or elected official business travel, conference attendance, or training shall be occur except as required by law, with limited exceptions as may be otherwise approved in advance.
5. All City departments shall maintain their ongoing strict adherence to established budgets.
6. City capital projects deemed non-essential will be placed on hold.

This Supplement to Proclamation of Civil Emergency shall take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code 2.48.040.

DATED AND SIGNED THIS 15TH DAY OF APRIL, 2020

City of Camas



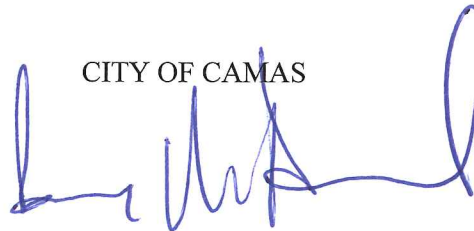
Mayor Barry McDonnell

FIRST AMENDMENT TO PROCLAMATION OF CIVIL EMERGENCY

Pursuant to Camas Municipal Code Section 2.48.040, the Supplement to Proclamation of Civil Emergency issued April 15, 2020 is amended to strike section 6 thereof.

DATED AND SIGNED THIS 16TH DAY OF JUNE, 2020.

CITY OF CAMAS



Mayor Barry McDonnell

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

January 1, 2020- December 31, 2020

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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 “Employer,” 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 Employer 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 in regards to 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 employer shall deduct a “union deduction” in an amount dictated 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 employer 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 employer 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 employer 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 Employer. 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 Employer 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.
- 4.4 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 employer 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.

- 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 in 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 employer 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 one hundred forty-four (144) 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 employer 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 called back for emergency response related to the depletion of staffing to less than minimum staffing due to department operational needs shall be compensated a minimum of two (2) hours plus time worked calculated in fifteen (15) minute increments at the overtime rate of pay. This applies to both shift and forty (40) hour employees.
- 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 employer 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. 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 with mutual agreement. 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

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

In addition to the minimum member leave opportunity, members may not be allowed to preschedule leave but shall be allowed to use their vacation/holiday if it does not drop staffing below minimum staffing requirements.

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

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

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.
- 4.25 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 4.23-4.25 of this CBA will not create overtime obligations, interrupt instructor obligations or unreasonably interfere with daily operations. Trade requests will not be capriciously or arbitrarily withheld. If a trade request is denied, the Employer will state in writing the reason for the denial. Trade requests will be addressed within seventy-two (72) 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 21 day period.

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 24/40 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 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 his 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 Employer to do so.
- 6.3 A maximum total of two (2) years vacation accrual may be carried over to the following year. Any accrued vacation time beyond the maximum at the end of December pay period shall be cashed out at straight time unless retention is authorized by the Fire Chief or designee. Vacation hours cashed out in accordance with this paragraph shall not apply to or be restricted by Article 6.4 of this CBA. The Administrative Battalion Chief is considered a platoon duty employee for purposes of this article.
- 6.4 Employees may cash out up to 200 hours annually of accumulated vacation time at the straight time rate. Any request to cash out vacation time beyond a department accumulated total of one hundred thousand dollars (\$100,000) within a calendar year shall be at the discretion of the chief or designee.
- 6.5 Employees shall receive all accrued vacation at the time of termination or separation of service including vacation earned on pro-rata basis during the year of termination.
- 6.6 Employees will be entitled to and shall accrue the benefit of vacation with pay consistent with the following chart:

<u>Length of Service</u>	<u>24 hr. shift personnel</u>		<u>40 hr. personnel</u>	
	Hrs/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 Employer 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. Employees shall make reasonable attempts to schedule routine medical, dental and vision care appointments during their off-duty time so as to not impact department staffing levels.

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 at straight time or have added to their vacation bank thirty-three percent (33%) of all hours accrued over the maximum allowed. 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 at straight time or have added to their vacation bank thirty-three percent (33%) of all hours accrued over the maximum allowed. 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 have the option of accepting an addition of twelve (12) hours of leave added to their vacation bank, or may opt for a three hundred fifty dollar (\$350) 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer, 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 Employer 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 Employer 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 Employer 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 Employer with at least thirty (30) days’ notice if possible before taking such leave, or notify the Employer 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 Employer 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 Employer employment after taking leave under this section, the Employer may recapture the cost of any health insurance premiums paid by the Employer 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 Leave

An employee is entitled to twelve (12) workweeks of family leave during any twenty-four month period to: (a) care for a newborn child or adopted child of the employee who is under the age of six at the time of placement for adoption, or, (b) care for a child under eighteen years old of the employee who has a terminal health condition, or (c) to care

for the employee's registered domestic partner with a serious health condition. This twelve weeks allowed by Washington State Law for leave is in addition to leave provided for pregnancy or childbirth. Article 7 sick leave guidelines apply to this leave.

10.9. 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.

10.10 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.

10.11. 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, which begins January 1, 2020, 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.

13.2 Each employee that participates in Plan \$1500 shall receive an additional contribution, provided by the City, into a Voluntary Employee Beneficiary Association (VEBA) account administered through Benefit Plans Administrative Services, Inc. (BPAS) at the following amount:

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

- 13.4 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.
- 13.5 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.)
- 13.6 The employer 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 NWWFT medical plans.
- The employer 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.
- 13.7 The Employer shall provide a term life insurance policy for all employees working twenty (20) hours a week or more. The amount of the policy shall be equal to the employee's annual salary excluding overtime, to the nearest thousandth, not exceeding Fifty Thousand Dollars (\$50,000.00).
- 13.8 The Employer shall inform the Union of new premium rates each year as soon as possible.
- 13.9 In the event insurance companies, brokers and/or administrators of the existing health and welfare plans notify the Employer of changes in the premium structure, benefits structure and/or the continued availability of such plans, then and in that event, the Employer will notify the Union and employees of such changes. The parties will negotiate these changes and thereafter the Employer will determine whether or not to make changes to the health and welfare plans inclusive of benefit levels and premium levels.
- 13.10 The Employer shall make pension contributions required to the LEOFF II state pension act.
- 13.11 Employees and their eligible dependents shall be assured pool passes for the municipal swimming pool.
- 13.12 The Employer shall provide post-retirement medical insurance for the employee from retirement to age sixty-five (65), subject to the provisions above. Spousal coverage may be purchased from the Employer at the medical plan rates in accordance with plan requirements. Employees hired after January 1, 2006 as described above shall not be eligible for employer paid post-retirement medical insurance, but may participate for themselves and spouse at their own expense for the employee and spouse, consistent

with plan requirements. Retirees are not eligible for the HDHP/VEBA option outlined above in Article 13.4.

- 13.13 The Union and/or employee will indemnify and hold the Employer harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverages.
- 13.14 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 employer has implemented a quarter-master system under which the Employer 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 employer 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 employer 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 (\$50 effective first of month following date of signing of contract; until such time, status quo).
- 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 employer:
 - 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 employer 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 employer has regarding the alleged violation that may exist.
- 15.4 In the case of potential suspension without pay or discharge the employer 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 employer, present at meetings held with the employer to discuss disciplinary action against the employee.
- 15.6 When the employer determines the circumstances are such that retention of the employee will likely result in the disruption of employer services, damage to or loss of employer owned property or be injurious to the employee, fellow employees or the services provided by the employer, the employer 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 employer 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, he shall receive all back pay for the suspension period.
- 15.7 Newly hired employees shall serve a twelve (12) month probationary period. 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 employer'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 Employer 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 Employer 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 Employer ordinances and resolutions now in force shall be maintained consistent with this agreement for its term.

ARTICLE 18 - STRIKES AND LOCKOUTS

The Employer 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 Employer 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 Employer 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 Employer to do so and without interfering with the progress of work. The Union shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

ARTICLE 20 - BULLETIN BOARDS

The Employer 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 Employer agrees that they will not discriminate against any employee because of the employee's Union activity.
- 21.2 Neither the Union nor the Employer, 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 Employer. 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, 2020, 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 2018 to July 2019. For 2020, this amount is 2.7%.
- 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 Upon promotion, employees 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 employer 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 should be based on the following factors prioritized from highest to lowest:
- 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. (8% effective upon signing of contract; until such time, 6%)
- 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 employer. (8% effective upon signing of contract; until such time, 6%)
- 22.9 It is the Employee's responsibility to maintain their paramedic skills and training necessary to maintain their paramedic certification. The Employer 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 employer 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. (8% effective upon signing of contract; until such time, 5%)
- 22.11 Promotional Process for Fire Captain
Eligible candidates shall have four (4) years of line service within the Camas, Washougal, or Camas Washougal Fire Department 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, or Camas Washougal Fire Department 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 1.75% of employee's base pay

Upon starting 15 years 2% of employee's base pay

Upon starting 20+ years 2.25% 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 (below premium effective upon signing of contract; until such time, 1%)

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.

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 Employer 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 Employer 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 employer agrees to participate in the Washington State Firefighter Journeyman Apprenticeship Training Program.
- 28.2 When work operations involving new or substantially changed requirements are established as determined by the Employer, and such requirements are not adequate or properly prescribed in any existing position, the Employer 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 Employer 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 Employer 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 Employer 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 employer agrees to provide ‘on duty’ workout facilities at no cost to the employee.

The employer 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 Employer 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 Employer 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 employer will offer alternative duty if it's available and if it has been approved by the employee's physician. Employees will be expected to fulfill the amount 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) Employer representatives. The Committee shall meet at the request of either party, and 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 one (1) company officer and with two (2) firefighters.

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 unless no volunteer is available, then a represented employee shall be eligible

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 employer 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 qualified employee of highest wildland rating that desires the position shall be assigned. 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, 12am until 12am, 24 hour period 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 - 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, 2020, until December 31, 2020.

CITY OF CAMAS, WASHINGTON

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

By: _____
Barry McDonnell, Mayor

By: _____
Kevin Bergstrom, President

Date: _____

Date: _____

By: _____
Jennifer Gorsuch, Interim City Administrator

By: _____
Kevin West, Vice-President

Date: _____

Date: _____

EXHIBIT A

Effective January 1, 2020 – 2.7%

	1	2	3	4	5	6
Battalion Chief	8789	9114	9453	9804	10168	10546
Fire Captain/Paramedic	8162	8463	8778	9104	9442	9792
Fire Captain	7534	7812	8102	8403	8716	9039
Deputy Fire Marshal	7534	7812	8102	8403	8716	9039
Firefighter/Paramedic	6906	7161	7427	7703	7989	8286
Firefighter	6278	6510	6752	7003	7263	7533

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.