

**COLLECTIVE BARGAINING
AGREEMENT**

CITY OF CLARKSTON

AND

**LOCAL 2299 INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
AFL-CIO**

2019 - 2021

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**COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF CLARKSTON
AND
LOCAL 2299 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO
2019 – 2021**

ARTICLE 1 – PREAMBLE

This Agreement is entered into by and between the City of Clarkston, hereinafter referred to as the “Employer”, and Local #2299 International Association of Firefighters, hereinafter referred to as the “Union”.

ARTICLE 2 – DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2019, and until December 31, 2021, PROVIDED HOWEVER, that this Agreement shall be subject to such change or modification as may be mutually agreed upon by the parties hereto. However, neither party shall be obligated to consider proposals of the other to modify or enlarge provisions of this Agreement during its term except as may be required by the statutory bargaining obligations set forth in Chapter 41.56 RCW.

ARTICLE 3 – RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for the purpose of establishing wages, hours of work, working conditions and other mandatory subjects of bargaining as defined by law for all its employees in the Fire Department, with the exception of the following:

- A. Fire Chief
- B. Assistant Fire Chief

ARTICLE 4 – UNION SECURITY

Union Dues and Fees

Employees who voluntarily opt to join the Union will sign a written authorization form prepared by the Union, which authorizes the Employer to regularly deduct from the employee’s salary each payroll period all dues, costs and fees associated with Union membership. The Union will provide the employees signed form to the Employer.

Notification

When the employer hires a new employee in a position covered in the bargaining unit, the employer shall, within seven (7) calendar days of the date of employment notify the Union in

writing giving the name, social security number, hire date, address and classification, including wage, of the employee hired.

A. The Employer will inform new, transferred, promoted, or demoted employees in writing prior to hire into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees hired into bargaining unit positions membership materials supplied by the Union. As part of the new hire orientation, Union representatives shall be given 2 hours of paid time, during non-structured hours, with each new employee to discuss the benefits of Union representation.

Dues Cancellation

An employee may cancel payroll deduction of dues and/or service fees by written notice to the Employer and the Union on the appropriate Union cancellation forms. The cancellation will become effective on the second payroll after receipt of the notice.

Indemnification

The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article and any issues related to the deduction of dues or fees.

The Employer agrees, if authorized by the employee in writing, to deduct from the employee's paycheck and remit to the Treasurer of the Union, all dues, assessments, Union Life Insurance premiums, and/or group insurance premiums, as certified to be current by the Secretary/Treasurer of the Union.

The Union will notify the City in writing by the 15th of any month as to any changes in payroll deductions they will deduct on the 1st of the following month.

ARTICLE 5 – DISCRIMINATION

The Employer and the Union agree that there should be no discrimination against any employee on account of creed, religion, ethnic origin, sex, age, union activity, or non-membership in the Union.

The Employer recognizes the right of the employees to affiliate with and support Local #2299, I.A.F.F.

ARTICLE 6 – UNION BUSINESS

The Employer agrees to grant a total of twenty-four (24) hours off for a 40 hour employee and seventy-two (72) hours off for a 24 hour shift personnel with pay annually (not to be deducted from annual leave) to the bargaining unit for Union representatives to attend Union conventions or Union seminars.

Members of the negotiating committee scheduled for duty shall be considered on duty but out of service during negotiations, PERC hearings or other joint Union-Management meetings, provided such members may respond to emergencies if needed.

ARTICLE 7 – UNION RIGHTS

By agreeing to the Management Rights Clause, Article 30, the Union does not waive any right to bargain mandatory subjects or other rights and privileges provided for in RCW 41.56 et. seq.

ARTICLE 8 - HOURS OF DUTY

- A. 40 Hour Employees
 - 1. This class of employee shall have a forty-hour work week.
 - 2. Based upon departmental needs, this class of employee may have a flexible work schedule. The flex schedule may be mutually agreed upon by the employee, the Union and the Chief.
 - 3. In the absence of a mutually agreed flex schedule, the employee shall work 8 hours per day, Monday through Friday. The shift shall commence at 0800 hours, have an hour off for lunch at 1200 hours, and end at 1700 hours.
- B. It is agreed that the employee working a 24-hour shift shall have their work assignments based on a “Kelly Day Schedule”. (See attached schedule)
- C. Employees assigned to a 24-hour shift shall have an average work week of 56 hours based on a 15 day, 114 hour cycle. The parties both stipulate, that in order to accommodate the 15 day, 114 hour cycle, that it will be necessary for the employee, with the permission of the shift captain, to schedule the necessary hours off to comply with federal regulations and avoid overtime payment. However, in the event of manpower shortage, the Chief may cancel said hours off and the employee reschedule said hours later in the cycle. In the event the employee is unable to take said hours off and exceeds 114 hours in a 15-day cycle, the provisions of the Fair Labor Standards Act will apply, i.e. overtime compensation will be necessary.
- D. The parties further agree, should it become necessary, in the discretion of the Chief, due to change in the financial situation or manpower needs to discontinue the Kelly Day Schedule, the City shall notify the Union in writing: that within five (5) working days of receipt by Union of notice, parties shall begin negotiating a new scheduling agreement. Should the parties, within two calendar weeks of beginning negotiations fail to reach agreement, the City shall be allowed to reschedule employees, without penalty or prejudice, pending the outcome of any

arbitration regarding schedules. This paragraph is not intended to grant or bestow any greater or lesser right on either party to negotiate and/or arbitrate work scheduling as exists in the law.

E. Work activities on Saturday shall include station maintenance and cleaning, daily, weekly, or monthly vehicle and equipment checks as scheduled. Saturdays will also include a training topic to be assigned by the shift captain which may include recruit training and physical performance testing. Work activities on Sunday shall include cleaning apparatus bays, station grounds (outside maintenance) daily, weekly, or monthly vehicle and equipment checks as scheduled. Sundays will also include a training topic to be assigned by the shift captain which may include recruit training and physical performance testing.

ARTICLE 9 – WAGES

Wages for all bargaining unit employees follow:

1/1/2019	2.6%
1/1/2020	2.6%
1/1/2021	CPI-W index, min 1% max 2.5% Aug-Aug index

ARTICLE 10 - SHIFT EXCHANGE

- A. It is the intent of the shift exchange article to allow members of the department to exchange work hours with one another. At no time shall such exchanges interfere with the operation of the Department. The City shall have the right to deny shift exchange(s) should such exchange(s) result in overtime hours being worked.
- B. Employees shall have the right to exchange whole shifts/vacation days and/or parts of shifts with other employees.
- C. If the exchange is less than a whole shift, the exchange must be approved by the shift captain.
- D. In the event the exchange is equal or greater than a whole shift, it shall be necessary to give the Chief, or in the absence of the Chief the captain in charge, at least 48 hour notice to make such exchange. The 48 hour requirement may be waived by the chief or designee in the Chief's absence.

ARTICLE 11 – OVERTIME AND CALLBACK PAY

- A. Any hours worked other than regular duty hours shall be paid at time and one half. Emergency (response to fire calls, EMS emergency incidents, out of area ambulance transports (effective as of the first pay period following ratification) or EMS standby) overtime pay is based on a 40-hour workweek, plus longevity, plus AEMT/ALS (intended to include Paramedic premium) divided by a 173 hour month. All other overtime pay is based on a 53-hour workweek, plus longevity, plus AEMT/ALS (intended to include Paramedic and AEMT premium) divided by 2,756 annual hours (52 weeks X 53 hours per week). Overtime pay shall be payable on the first payday following the hours worked.
- B. There shall be a one-hour minimum overtime for callback and holdover situations. Any time worked in excess of one hour shall be rounded up to the nearest one quarter (1/4) hour.
- C. An overtime list shall be created and maintained.

ARTICLE 12 – E.M.T. REQUIREMENT

- A. It shall be a condition of employment for all members to maintain an E.M.T. (Emergency Medical Technician), AEMT (Advanced Emergency Medical Technician), or Paramedic Certification. All new employees of the Fire Department shall be a Washington certified Emergency Medical Technician or Paramedic on the date of their employment.
- B. The City shall carry errors and omissions coverage insuring the E.M.T.'s and Advanced EMTs and Paramedics against personal liability incurred in the performance of their jobs.

ARTICLE 13 – AEMT/ALS

Employees who obtain and maintain certification as a State of Washington “Paramedic” shall receive premium pay added to base salary of 12% of his/her base salary effective the first day of the pay period the agreement is signed by both the Local and the City.

Employees who obtain and maintain certification as a State of Washington “Advanced Emergency Technician (AEMT)” shall receive premium pay of 6% of his/her base salary effective the first day of the pay period the agreement is signed by both the Local and the City.

ARTICLE 14 – CLOTHING ALLOWANCE

Protective clothing or protective devices required by employees in the performance of their duties shall be furnished without cost to the employee.

Employer shall purchase duty uniforms, patches, badges, and insignia, at the discretion of the Fire Chief.

Further, the City shall furnish bedding supplies and towels, to-wit: two (2) sets of sheets, and one (1) pillow (with two (2) pillowcases), two (2) blankets and two (2) towels for each person on a 24 hour shift. Each employee issued such bedding shall be responsible for maintaining and cleaning of such bedding.

The City will clean shirts, pants, and/or duty coats as needed under the discretion of the Fire Chief.

ARTICLE 15 - SICK LEAVE

A. Accrual

1. 24-hour Shift Employees:

For employees working a 24-hour shift, sick leave shall be accrued at the rate of 24 hours per month. Maximum accrual shall be 1440 hours. LEOFF II members, shall upon employment, be advanced 240 hours of sick leave, and shall not accrue additional sick leave until they have completed 10 months of service.

2. 40-hour Employees:

For employees working a 40 hour shift, sick leave shall be accrued at the rate of eight (8) hours per month. Maximum accrual shall be 960 hours. LEOFF II members, shall upon employment, be advanced 80 hours of sick leave, and shall not accrue additional sick leave until they have completed 10 months of service.

B. Verification:

The Employer, at its option, may require verification of sickness by a physician's certification, and in the event this option is exercised, the employee must then obtain a physician's release before the employee assumes their regular duties.

C. Time off under this paragraph may also be granted due to serious illness or accident in the immediate family (see Article 18, Definition) at the discretion of the Fire Chief. The city will follow State and Federal law. Serious illness is defined as any illness or accident requiring immediate attention or hospitalization.

ARTICLE 16 – UNUSED SICK LEAVE

A. Employees hired after 12/3/89 shall not be entitled to sick leave cash out.

ARTICLE 17 – PERSONNEL REDUCTION

- A. In the case of personnel reduction the employee with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. No new employees shall be hired until the laid off employee has been given the opportunity to return to work. Any lay off or suspension of employment occasioned by shortage of funds or reduction of force shall be only after sixty (60) days' notice to the employee of the date of such termination or suspension.

- B. An employee shall be deemed to have been given a re-employment opportunity if he is contacted and afforded seven (7) consecutive days to accept the opportunity. If he accepts he shall report to duty in thirty (30) consecutive days or at the time agreeable to the Chief. If he does not accept the position within seven (7) consecutive days or if he fails to report within the allotted time, he shall be considered to have declined the position. Should it not be possible to personally contact the laid off employee, he shall be notified in writing at his last known address of the opportunity. Certified mail, return receipt requested, shall be used. Failure to receive a reply from the employee within seven (7) consecutive days shall be treated as a decline to the position offered. Employees in lay off status shall keep the Chief informed of their current address.

- C. Seniority shall be defined as length of service in the Clarkston Fire Department as a full-time regular employee. In cases that two persons have the same date of hire, a coin toss will prevail. The coin toss should be on the date of hire or as soon as possible thereafter.

ARTICLE 18 – FAMILY LEAVE

In the event of a death in the immediate family of the employee, the employee shall be granted up to three (3) working shifts off with pay within fifteen (15) calendar days of the death, except in the event of a documented memorial service outside of the fifteen-calendar day timeframe. However, no bereavement leave will be allowed more than (90) calendar days after the death.

The immediate family is defined as:

- A. Spouse or registered domestic partner and children of the employee
- B. Mother, Father, brothers and sisters of the employee
- C. Step and half relatives of the above list
- D. Mother, Father, sisters and brothers of employee's spouse
- E. Maternal and paternal grandparents of the employee and the employee's spouse or registered domestic partner.

An employee shall also be allowed time off with pay, to a maximum of 8 hours to attend the funeral of a friend or associate with the Fire Chief's approval.

Leave allowed to attend the funeral of a friend or associate shall be deducted from accrued sick leave.

ARTICLE 19 – LIFE INSURANCE

The Employer shall provide Fifty Thousand Dollars (\$50,000.00) life insurance protection for every member.

ARTICLE 20 – EDUCATION ALLOWANCE

- A. Medical and fire training shall continue to be provided as approved by the Fire Chief.
- B. Successful completion is required in all circumstances for reimbursement.
- C. Pertaining to college classes notification of intent to attend a college class shall be provided to the Fire Chief by October 1st for the following year. Any requests given to the Chief after October 1st shall be funded at the Chief's discretion.
- D. The Employer shall reimburse the employee for tuition up to 5 credits per calendar year for courses that are related to fire service or EMS. Courses specifically listed in a college publication as necessary for a fire or EMS. Degree shall also be considered related to the job.
- E. The total amount available for the bargaining unit shall not exceed \$1,750 per calendar year.
- F. For full time employees who start a program after 1-1-2019; Registration and tuition for an accredited Paramedic certification program may be reimbursed following successful completion, obtaining Washington State Paramedic certification and signing an agreement to work as a Paramedic at CFD for three years or repay the reimbursed amount. This program is separate from the tuition reimbursement program.

ARTICLE 21 – HOLIDAYS

- A. All employees are entitled to 12 paid holidays.
 - 1. Four (4) of these holidays are designated as follows:
 - a. New Year's Day
 - b. Washington's Birthday (observed)
 - c. Thanksgiving Day
 - d. Christmas Day

2. Eight (8) of the holidays shall be floating holidays. A floating holiday is a day off, of the employee's choice, from a regular workday. Requesting the use of holiday leave time will be coordinated with all other leave as outlined in the Leave Article #39.
3. Any day designated by the Mayor of the City of Clarkston as a legal holiday or given to any group of employees as an unscheduled holiday.

B. Compensation:

1. For the four (4) listed holidays, 8 hours straight time if off (at the 40-hour rate), 8 hours at time and $\frac{1}{2}$ if worked.
2. 40-hour employees will have a choice to work each enumerated holiday, or to take it off. 40-hour employees shall receive holiday pay if the holiday is worked and no additional pay if the holiday is not worked. For 40-hour employees, holidays occurring on Saturday shall be observed on the preceding Friday. Holidays occurring on Sunday shall be observed on the following Monday. 40-hour employees and the Employer have a mutual notice requirement. The employee and the Employer shall provide seven (7) days notice, prior to the holiday, if the holiday is worked. Lack of notice shall be an indication that neither the employer nor the employee wishes to work the designated holiday.
3. Employees may "cash out" accrued floating holidays one time per year in the first pay period in November.
4. The cash out rate shall be 8 hours of regular pay times the number of accrued holidays being "cashed out" calculated at the employees 40 hour rate including premium pay. (Formula is annual salary plus premium pay divided by 2080 hours).
5. Floating holidays must be used or cashed out before the end of each calendar year.
6. Each employee will earn a floating holiday at a rate of 24 hours per full month worked, to a max of (8) floating holidays accrued. Employees can choose to schedule the years holiday time starting January 1st of each Calendar year. If an employee separates employment with a negative balance in their holiday leave bank the employee will be responsible for reimbursement of unearned holiday hours to the city.
7. Employees hired after the first of any year will receive holidays on a prorated basis, earned at a rate of 24 hours per full month worked, to a

max of (8) floating holidays accrued. In the rare occasion when new employee is unable to use their accrued holiday time, the city will cash those holidays out per the holiday cash-out language in #4.

ARTICLE 22 – MEDICAL COVERAGE PLAN

- A. The AWC Health First insurance plan cost sharing will be 90%-10% of the plan cost. Effective 1/1/2020 the maximum amount a bargaining unit member will be required to contribute towards the insurance premium will be \$240.00 per month. Effective 1/1/2021 the maximum amount a bargaining unit member will be required to contribute towards the insurance premium will be \$260.00 per month.
- B. The employer agrees to continue to provide the equivalent of the AFSCME Dental Plan IV for employees and their dependents.
- C. The employer agrees to maintain a Family Vision Plan.
- D. Beginning January 1, 1987, the City agrees to pay for supplemental disability insurance for LOEFF II members. The City shall pay an amount not to exceed \$24.00 per month per member.
- E. Employees will be responsible for their portion of any paid family leave premiums by way of payroll deduction.

ARTICLE 23 – CORRESPONDENCE

All correspondence between the City and the Union shall be between the Mayor and the Union President or their designees.

ARTICLE 24 – VACATION

- A. Vacation shall be accrued as shown in Section B. Years of employment shall be measured from each employee’s date of hire. Although a first year employee will accrue vacation monthly, it cannot be used until the probation period is successfully completed.
- B. Employees working a 24 hour shift shall accrue vacation at the following rate:

Date of hire, up to 1 year	8 hours / month
More than 1 year, up to 7 years	12 hours / month
More than 7 years, up to 11 years	16 hours / month
More than 11 years, up to 15 years	20 hours / month
More than 15 years	24 hours / month

Each 40 hour employee during the first 12 months shall accumulate vacation at the rate of 3.33 hours per month of service. One year's accumulation shall amount to 40 hours vacation leave. At such time as the employee has worked 1600 hours he/she shall be entitled to use any or all of the accrued vacation leave.

40 hour employees beginning the 2nd through 4th year (13 through 48 months) shall accrue vacation leave at 6.67 hours per month. One year's accumulation shall amount to 80 hours of vacation leave.

40 hour employees beginning the 5th through 9th year (49 through 108 months) shall accrue vacation leave at 10 hours per month. One year's accumulation shall amount to 120 hours of vacation leave.

40 hour employees beginning the 10th through 14th year (109 through 168 months) shall accrue vacation leave at 13.33 hours per month. One year's accumulation shall amount to 160 hours of vacation leave.

40 hour employees beginning the 15th year (169 months) and thereafter shall accrue vacation leave at 16.67 hours per month. One year's accumulation shall amount to 200 hours of vacation leave.

- C. Employees shall be allowed to accumulate no more than 1.5 times total vacation accrual for their particular year of employment. No one shall forfeit accumulated vacation due to postponing or canceling a vacation at the Employer's request.
- D. Seven (7) days notice for vacation shall be provided to the Fire Chief in writing, and the Fire Chief or his designee shall have up to seven days before requested date to either approve or deny the request.
- E. At least sixty (60) days notice for "secured" vacation leave shall be provided to the Fire Chief or designee. The Fire chief or designee shall respond in writing within seven (7) days from employee's request subject to the availability of the Fire Chief or designee, to either approve or deny the request. Approval will not be unreasonably withheld. A "secured" leave request supersedes any subsequent requests.

ARTICLE 25 – LONGEVITY

The Employer agrees to pay an additional three dollars (\$3.00) per month for each year of service as a longevity pay plan.

ARTICLE 26 – GRIEVANCE PROCEDURE

A grievance means a dispute or claim of an alleged violation by an employee, group of employees, or the City with respect to the interpretation and/or application of the provisions of the Agreement.

Nothing in this Agreement shall preclude the right of the two parties to meet and verbally discuss a grievance in the attempt to resolve the issue.

A. PROCEDURES

Step 1 – An employee or group of employees who feel they have a grievance may present the grievance in writing, within 32 calendar days of when such matter comes to the employee(s) attention, to the Fire Chief who shall attempt to resolve it within ten (10) calendar days after it is presented to him; provided that no grievance in this stage shall be pursued beyond the Fire Chief.

Step 2 – If the grievance is not resolved in the first step, it shall be settled in the following manner: The Union Grievance Committee, upon receiving a written and signed Petition shall determine if the grievance exists. If, in their opinion, no grievance exists, no further action is necessary.

Step 3 – If the grievance is not resolved in the second step, it shall be settled in the following manner: If a grievance does exist they shall, with or without the physical presence of the aggrieved employee, present the grievance to the Mayor for adjustment. If within fifteen (15) calendar days thereafter the grievance has not been settled, it shall then be submitted to arbitration for adjustment.

Step 4 – If the grievance is to be submitted to arbitration, then within twenty (20) calendar days of the receipt of the Mayor's response by the Union, the Union and the City shall jointly request from the Federal Mediation Conciliation Service a list of nine (9) names, a coin toss shall be used to determine who shall strike first, then names shall be alternately struck by the City and the Union until one name remains. This remaining name shall be requested to serve as the single arbiter.

Any cost of the arbitration shall be borne equally by the City and the Union.

The arbiter shall render his decision based on the interpretation and application of the Agreement. The decision of the arbiter shall be final and binding on the parties of the grievance.

The arbiter shall provide the grievant, the Union and the City with his/her findings of facts, rationale for the award and conclusions of law, if any.

Neither the arbiter nor any other person or persons involved in the grievance shall have the power to negotiate new agreements or to change any of the present provision of this Agreement.

None of the foregoing is intended to mean that the Union cannot lodge a grievance and process the same through the various steps to arbitration in accordance with, and subject to, provisions thereof. The right of the Union to so lodge and process a grievance is conferment and an employee may be represented at any stage of the grievance procedure by the Union.

No settlement of a grievance with any employee shall be contrary to the terms of the Agreement.

B. MANAGEMENT GRIEVANCE

Such grievances, should they arise, will be presented to the Union President and shall concern alleged violation by the Union (rather than acts of an employee arising out of his employment) of a specific term(s) of the Agreement.

Such grievances shall be presented to the Union within thirty (30) days of occurrences prompting the grievance. The Union shall answer within fifteen (15) days. Unsolved management grievances may be arbitrated.

C. TIME LIMIT EXTENSIONS

The City and the Union may agree to extend the time limits of any of the above steps if mutually agreed by both parties, provided; a request is made for time extension(s) before the applicable time limit expires.

D. GRIEVANCE PROCEDURE

An employee with a complaint or grievance for which there is another available remedy through a State or Federal Agency or through the courts may not use the grievance procedure, including arbitration, if it is his/her intent to pursue the matter through an outside agency or through the courts, and any grievance heard, will under these circumstances, be null and void, including a settlement or arbiter's award, if any.

ARTICLE 27 – SAVINGS CLAUSE

If any provisions of this Agreement or the application of such provisions shall be rendered, or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 28 – APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be lettered, dated and signed by the responsible parties and shall be subject to all the provisions of the Agreement.

ARTICLE 29 – CITY SECURITY

The Union and the City recognize the essential nature of the services provided by the Fire Department in protecting the public safety. In recognition of this fact, nothing contained in this Agreement shall permit or grant any public employee the right to strike, or refuse performance of official duties. Any employee who refuses to perform his/her regular duties when so directed by his/her supervisor or superior, may be subject to summary discharge, loss of seniority and any related employee benefits provided. However, such remedy may not be enforced against any employee on other than regular working days, or when such employee is on sick leave or vacation.

The City further agrees that it recognizes the right of the member of Local #2299 not to be required to perform functions of any other union, with which the City deals, when the particular union is on strike. However, nothing in this Agreement is to be construed to allow refusal by the Union members to perform their jobs, within their job classification, in event of emergency.

ARTICLE 30 – MANAGEMENT RIGHTS CLAUSE

Any and all rights concerned with the management and operation of the Department are exclusively that of the City, unless otherwise provided by the terms of this Agreement. This City has the authority to adopt rules for the operation of the Department and conduct of its employees, provided such rules are not in conflict with the provisions of this Agreement, or with applicable laws.

The City has the right (among other actions) to discipline, temporarily lay off, or discharge employees for good cause; also, to assign work and determine duties and performance standards for employees; to determine, establish and/or revise the method and processes and means of providing departmental service, to schedule hours of work and determine the number of personnel to be assigned duty at any time and perform all other functions not otherwise expressly limited by the Agreement.

Newly hired employees shall serve a probationary period extending one year from their date of hire. During the probationary period, said employee shall not have access to the grievance procedure contained herein to contest their separation from the department.

ARTICLE 31 – PAY DATES

Pay periods shall be the 15th of each month and the last working day of each month. The appropriate time card will be turned in at the end of the last working day within that pay period.

Paychecks will be subsequently provided on or before the 5th and 20th following the appropriate pay period.

ARTICLE 32 – WORKING OUT OF CLASS

Employees covered by the Agreement who are filling a shift Captain position shall be paid regular salary plus 1/10th of the difference between the firefighter acting out of class pay and a Captain's base salary per shift worked.

If there isn't a 1st class Firefighter working on a shift that is short manpower, the Senior Firefighter working overtime will be paid out-of-class pay.

Out-of-class pay applies only when a shift Captain is absent from the shift for a minimum of 12 hours.

When a shift Captain is absent from the shift for 12 hours or more and the 1st class firefighter or senior firefighter on that shift is either designated as the Acting Captain or in fact performs additional duties as a result of the absence of the shift Captain during a period of a minimum of 12 hours he/she will receive out of class pay for the full shift. If the 1st class firefighter or senior firefighter on that shift is not available to direct the shifts activities and responses because he/she is participating in training or other department authorized activity that makes him/her absent from the station for more than 12 hours, he/she shall NOT earn out of class pay-in this example, the next most senior 1st class firefighter or senior firefighter will earn out of class pay if he/she works out of class more than 12 hours.

If a firefighter fulfills the responsibilities of a captain for less than 12 hours NO out of class pay is paid.

Time trades do not impact out of class assignment. The person who is seeking a time trade remains "on the books" and the person who has agreed to trade time is working to fulfill the work expectations for the shift (or portion of the shift). Even if the person filling the shift is not the most "senior" actually working on the shift he/she is fulfilling the responsibilities of the person who was originally assigned to work the shift (or portion of a shift).

The senior firefighter working on shift may request, in writing, that he/she not be assigned to working out of class as a Captain, however the Fire Chief may refuse that request based upon his/her assessment of the on shift resources and Department needs.

ARTICLE 33 – SUBSTANCE ABUSE POLICY

Substance abuse provision will be appended as Appendix C.

ARTICLE 34 – EDUCATIONAL INCENTIVE

The following amounts will be paid to employees reaching the applicable degree levels in the following areas (maximum of 4): Effective as of the first pay period following ratification;

AA Degree – raise of 2% of base pay - AA degree from an accredited College.

BA Degree – raise of 4% of base pay.

1. Fire Science
2. Education
3. Business Administration

The parties may mutually agree to additional degrees on a case by case basis (with the approval of the Mayor)

ARTICLE 35 – PHYSICAL FITNESS INCENTIVE

1.2% of base salary per month will be added for qualifying employees (see attached testing guidelines).

ARTICLE 36 – ENTIRE AGREEMENT

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Therefore, except as otherwise provided in this Agreement, each voluntarily and unqualifiedly, agree to waive the right to oblige the other party to bargain with respect to any subject or matter whether or not specifically referred to or covered in this Agreement.

ARTICLE 37 – WASHINGTON STATE COUNCIL OF FIREFIGHTERS EMPLOYEE BENEFIT TRUST (RETIREMENT MEDICAL TRUST)

Section A: A retiree Medical Trust program will be implemented subject to the following provisions:

1. Effective upon contract ratification, the employer agrees to contribute one hundred dollars (\$100.00) per employee per month. The one hundred dollars is a deferral from the employee's base salary. The employer will contribute on a monthly pre-tax basis to the Washington State Council of Firefighters Employee Benefit Trust.
2. The union and employees agree to hold the employer harmless and indemnify the employer from any and all liability, claims, demands, lawsuits, and/or any losses, damage, or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust Fund. The IAFF local, and the employees, shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the Trust fund. The IAFF local and the employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust Fund.
3. Under no circumstances whatsoever will the employer be liable to direct pay Trust Fund benefit to any employee and/or retired employee and/or their beneficiaries.

4. The City's contribution in section one will be considered part of the employee's base salary for the purpose of comparison to the City's comparables.

ARTICLE 38 - STEP ADVANCEMENT FOR FIREFIGHTER CLASS

Step 1: Employees shall advance to 2nd class after 1 year of total service.

Step 2: Employees shall advance to 1st class after 2 years of total service.

ARTICLE 39 – LEAVE TIME

1. Leave shall be approved by the Fire Chief such that the citizens are best served and the employees have a reasonable right to use accrued leave. Scheduled leave shall include vacation, holidays, compensatory time, and Union Business.
2. One (1) bargaining unit member per shift will have the option to utilize leave time (comp days, floating holidays, vacation or secured vacation, and union business).
3. The Fire Chief has the ability to authorize more than 1 bargaining unit member off per day on a case by case basis per the normal request process.
4. All requests for leave will be submitted in writing to the Fire Chief with seven (7) days notification, and the Fire Chief or his designee shall have up to seven days before the requested date to either approve or deny the request.
5. A minimum of sixty (60) days notification to the Fire Chief or designee in writing is required to request the use of "secured" leave. The Fire chief or designee shall respond in writing within seven (7) days from employee's request subject to the availability of the Fire Chief or designee, to either approves or denies the request. The Fire Chief or designee's approval will not be unreasonably withheld. All "secured" leave requests will supersede any subsequent requests.

ARTICLE 40 - RESERVE FIREFIGHTER

Utilization of Reserve firefighters within the Clarkston Fire Department is allowed as long as 9 firefighter positions that meet the requirements for membership in the bargaining unit that is represented by IAFF Local 2299 for collective bargaining purposes are authorized by the City, and as long as those 9 firefighter positions are either filled or are in the process of being promptly filled by the City. In addition, Reserve firefighters assigned to work a full or a portion of a shift must be teamed up with a full-time firefighter on a ratio of one full-time to one Reserve firefighter. This article provides allowance for a Reserve firefighter to be assigned functional

activities or respond alone with a rescue/extrication truck, EMS response vehicle, fire engine or with rescue boats. Reserve firefighters may not be assigned to function as the shift Captain.

Reserve Firefighters may be utilized to maintain on-duty staffing at the level directed by the fire chief and which shall include filling positions of fulltime firefighters, on a shift-by-shift (or portion of a shift) basis, who are on leave - including vacation, holiday, illness, injury, labor negotiations, participating in out-of-station training and leave of absence not in excess of five (5) months (154 days) and to augment staffing levels. Reserves may also be utilized to fill vacancies in regular positions while awaiting new hiring not to exceed three (3) months (92 calendar days), unless mutually agreed upon between both parties. Use of temporary firefighters shall not stack or be added to the 92 days Reserves may be used to fill vacancies in regular positions while awaiting new hiring.

Temporary employees may be hired for a period not to exceed 4 months as a temporary replacement for a permanent full-time employee who is temporarily unavailable (examples include leave of absence or injury).

Reserve firefighters are not covered by Civil Service and are not entitled to any benefits and/or protections provided by this agreement.

ARTICLE 41 – EMERGENCY RESPONSE TIME

Firefighter/Paramedic/EMTs employed after June 1st, 2019, shall live within 45 minutes of Clarkston Fire Station, 820 5th Street.

If necessary, measurement of this time shall occur on a weekday between 1300 and 1430.

Fulltime Firefighter/Paramedic/EMTs employed before June 1st, 2019, may continue living at their current address.

A new employee will have up to six (6) months to move within 45 minutes of the CFD Station.

APPENDIX A

WAGES EFFECTIVE JANUARY 1, 2019

2.6% Increase

	BASE	ADVANCED EMT	PARAMEDIC
CAPTAIN	\$ 5,647	\$5,986	\$6,324
1ST CLASS FIREFIGHTER	\$4,924	\$5,220	\$5,515
2ND CLASS FIREFIGHTER	\$4,695	\$4,976	\$5,259
3RD CLASS FIREFIGHTER	\$4,472	\$4,741	\$5,008

WAGES EFFECTIVE JANUARY 1, 2020

2.6% Increase

	BASE	ADVANCED EMT	PARAMEDIC
CAPTAIN	\$ 5,794	\$6,142	\$6,488
1ST CLASS FIREFIGHTER	\$5,052	\$5,356	\$5,658
2ND CLASS FIREFIGHTER	\$4,817	\$5,105	\$5,396
3RD CLASS FIREFIGHTER	\$4,588	\$4,864	\$5,138

WAGES EFFECTIVE JANUARY 1, 2021

CPI-W index, min 1% max 2.5% Aug-Aug index

APPENDIX B
CITY OF CLARKSTON
AND
IAFF LOCAL NO. 2299

1. Six hours FLSA overtime may be accrued to a maximum of 72 hours.
2. Use of comp time is optional on the employee's part
3. Comp time will be taken in blocks of 12 or 24 hour blocks.
4. 72 hours advance notice to the Fire Chief is required; however, the Chief may waive this requirement at his option. Requesting the use of comp time will be coordinated with all other leave as outlined in the Leave Article #39.
5. Comp time accrued is compensated at 1.5 times the normal rate (6 hours worked is the equivalent of 9 hours comp time).
6. If this provision is terminated, the remaining time must be used within 1 year ; hours accrued under 24 must be taken in one block of time (i.e., 6 hours remaining = 6 hours to be taken at one time).

APPENDIX C

PHYSICAL FITNESS INCENTIVE PROGRAM

The following is the testing process for the Physical Fitness Incentive Program. This is a semi-annual evaluation. Refer to Article 35.

The testing is to be run sequentially without stopping for rest between events.

1. Don full turnouts and SCBA.
2. Extend 1 ½ inch 150 ft. hose line.
3. Add 50 ft. section to nozzle end of extended 1 ½ inch line.
4. Strike railroad tie, (or facsimile) 10 times with maul.
5. Drag dummy 35 ft.
6. Place dummy in a stokes basket and with help of 2nd firefighter carry patient 35 ft.
7. Carry three sections of 2 ½ inch hose up one flight of stairs. (Two to three trips, FF choice).
8. Climb a 24 ft. ladder 2 times to touch top rung.
9. Hoist a 2 ½ inch nozzle and hose with attached rope to lift 100 feet of hose through the second story window of the training structure. Activity is completed when the coupling of the second section of 2 ½ inch hose strikes the hose roller at the window sill.

APPENDIX D
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLARKSTON
AND IAFF LOCAL 2299

Alcohol and Controlled Substances

As an employer, the City is required to adhere to various federal, state and local laws and regulations regarding alcohol and substance use.

The City also has a vital interest in maintaining a safe, healthful and efficient working condition for its employees. Being under the influence of a controlled substance or alcohol on the job potentially presents serious safety and health risks to the user and also to all working with the user. The possession, use or sale of a controlled substance which may alter mental and physical abilities or the use of alcohol in the workplace also presents an unacceptable risk of safe, healthful and efficient operations.

Within the legal framework and with these basic objectives in mind, the parties hereby establish the following policy with regard to use, possession or sale of alcohol or controlled substances that may alter mental and/or physical abilities.

The objective of this Agreement is to ensure a safe, productive work environment for everyone. Further, it is the City's desire to help any employee who has a substance abuse problem to resolve that problem before he/she is found in violation of this policy.

Professional assistance for resolving employee alcohol or substance abuse problems is available through the City's medical insurance program. Requests for such help may be made through the department manager or the City Administrator. Requests for this assistance will be treated confidentially and the employee will be directed to professional organizations that can provide in-patient, out-patient, and post-treatment care.

Whenever a supervisor has reasonable grounds to believe that an employee is under the influence of a controlled substance while on duty the following shall apply:

"Reasonable grounds" exists only when the supervisor observes and is aware of specific articulable facts, and inferences from those facts, which would reasonably lead a neutral observer to the conclusion that a particular firefighter was under the influence of alcohol or controlled substances while on duty. The supervisor would need to document these articulable facts in writing and to present them to the firefighter in question and/or to his local union representative before any drug testing could take place.

Additionally, before any drug and/or alcohol testing could take place, the supervisor's observations and conclusions to the effect that the firefighter in question might be under the influence of alcohol or controlled substances while on duty would also have to be confirmed by another City staff member, if possible, from the Fire Department.

Section A: On-the-job use of alcohol, or possession, or sale of controlled substances:

1. Alcohol

Consumption of alcohol by any employee while on duty is prohibited. Consumption of alcohol in a City facility or on City premises is prohibited unless consumed at a private or public function, or as authorized by a liquor catering permit issued by the State of Washington. Consumption of alcohol in a City vehicle is prohibited.

2. Controlled Substances

Conviction of a violation of a local, state or federal statute involving the use, sale, purchase, transfer or possession of a controlled substance by any employee shall result in disciplinary action, up to and including termination.

3. Legal Drugs and Medications

Employees who may be required to operate vehicles, equipment or machinery as part of their employment responsibility should exercise extreme caution in the use of medication which may induce drowsiness, dizziness or other side effects that could impair the employee's ability to function efficiently. Employees shall notify their supervisors of the legal drugs and medications being ingested that may cause such side effects.

Section B: When an Employee appears under the influence

When a supervisor has reasonable grounds to believe an employee is under the influence of a controlled substance or alcohol, or such are in the employee's possession while on duty, immediate action is required. When this is the situation, the supervisor should do the following:

- Under the influence of alcohol

A supervisor with the reasonable grounds should confront the employee in a private setting. Arrangements for transportation to the evaluation site shall be made by the employee's supervisor.

If the employee refuses to be evaluated, arrangements shall be made for the employee to be transported home. The employee shall not be allowed to drive a City vehicle home.

If a supervisor determines an employee should not be at work during the remainder of a shift, the employee shall be sent home and placed on administrative paid leave for the remainder of the shift. Employees who have been tested and who are awaiting test results shall be on administrative paid leave until such time as the test results are available.

Any employee who is determined to be under the influence while on the job shall be subject to disciplinary action.

- Use, possession or sale of controlled substances

When a supervisor has reasonable grounds to believe that an employee is under the influence of a controlled substance while on duty, the employee should be confronted by the supervisor in a private setting. If, in the judgment of the supervisor, the employee's condition is potentially hazardous to the safety of any individual, the supervisor may relieve the employee of such responsibilities as are necessary to protect the safety of those individuals. The supervisor shall notify the Police of any possible violation of law.

Section C: Urinalysis Testing

There shall be no across-the-board or random testing of employees. Where there is a reasonable cause to suspect that an employee is under the influence of alcohol or controlled substances while on duty as a result of the use of controlled substance or the habitual use of alcohol, that employee may be required to report for a drug screen urinalysis.

Should the employee refuse to undergo the urinalysis test or should the test show positive for alcohol or controlled substances, a pre-disciplinary hearing shall be conducted. The results of that pre-disciplinary hearing shall be that the employee enters into an authorized and agreed upon treatment program and/or that appropriate disciplinary action is taken. If the employee elects to enter a mutually agreed upon treatment program and there are no further controlled substances or alcohol violations there shall be no record of the offense giving rise to the pre-disciplinary hearing and the employee could not be terminated for the substance abuse.

The illegal use, sale or possession of alcohol or controlled substances on City premises or while on City time constitutes grounds for immediate dismissal. (Provided, however, alcohol secured in the personal vehicle of an employee shall not in and of itself be a violation of this paragraph.)

Only laboratories that meet the state's standards or the draft National Institute of Health standards shall be used to conduct the tests. The labs must use tamperproof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of 60 days.

An initial test shall, at either the City's or the employee's request, be confirmed by confirmatory test. Such additional test shall be at the expense of the City. The laboratory shall split the initial sample for further testing if needed.

Test results will be kept confidential. The employee will receive written notice of the initial results, information about options for a second test, and an opportunity to provide rebuttal evidence.

If the test results are inconclusive or negative, the employee may be disciplined only for the incident which prompted testing, subject to the right to grieve for cause. The fact that tests were given and the results of such tests may not be used in the discipline or grievance process.

Section D. Drug Testing

The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation test as provided within NIDA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

INITIAL TESTING

Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencylidine	25 ng/ml
Amphetamines	1,000 ng/ml

- (1) If immunoassay is specific for free morphine the initial test level is 25 ng/ml.

If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values.

CONFIRMATORY TESTING

- (1) Delta-9-tetrahydrocannabinol-9-carboxylic acid
- (2) Benzoylcegonine

If confirmatory testing results are negative all samples shall be destroyed and record of the testing expunged from the employee's file.

Section E: Marijuana Testing

In the State of Washington, marijuana is legal under state law, both as a prescription medication and as a drug used for recreational purposes. Employees shall not be under the psychoactive effects of marijuana causing motor impairment while on duty. Marijuana metabolites can stay in a person's blood for weeks after the psychoactive effects of the drug have completely subsided. In addition, certain topical medications containing marijuana, do not cause any psychoactive effects, but can still result in a positive test for marijuana.

A saliva test shall be used to screen for the psychoactive effects of marijuana use, and if positive, shall be confirmed by a blood test performed by a qualified laboratory. This screening test shall be performed by an individual properly qualified to perform the tests utilizing appropriate equipment. An initial positive level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If initial testing results are negative, testing shall be discontinued, all

samples destroyed and records of the testing expunged from the employee's files. Only specimens identified as positive on the initial test shall be confirmed using a blood test. Sample handling procedures, shall apply. A confirmatory test shall also test for the psychoactive effects of marijuana usage. A positive blood level shall be 5 nano grams per milliliter of Delta-9-tetrahydrocannabinol. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's files.

If the employee tests positive for marijuana, the MRO will make a determination, based on current scientific data and other evidence, if the marijuana more than likely caused the behavior or impairment that resulted in the administration of the drug or alcohol test.

If the MRO determines marijuana was not the likely cause of the behavior or impairment that resulted in the administration of the drug or alcohol test, the MRO will not release any results of the marijuana portion of the drug test to the Employer.

Section F: Alcohol Testing

A breathalyzer or similar equipment shall be used to screen for alcohol use and if positive, shall be confirmed by a blood alcohol test performed by a qualified laboratory. This screening test shall be performed by an individual qualified through the State Police Academy utilizing equipment certified by the State Police. An initial positive alcohol level shall be .05 grams per 210 L of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol level. A positive blood alcohol level shall be .05 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section G: Notification of Testing Results

The employee being tested shall permit the City to be notified of the results of all tests. Any employee required to undergo a test may be given the results of that test by asking the City's medical review physician, to be chosen jointly by the parties, or the City. Failure to authorize the test results to be released to the City shall result in disciplinary action, up to and including dismissal.

Section H: Alcohol or Controlled Substance Related Traffic Offenses On or Off the Job

It is the duty of any employee who is required to drive as part of his/her assigned duties or job classification to report to his/her supervisor any alcohol or controlled substance related traffic violations.

Every employee required to drive as part of their assigned duties or job description shall annually certify that he/she has a valid driver's license. It shall be the employee's duty to report any restrictions imposed by law on the employee's driving privilege.

Section I: Criminal Convictions

In accordance with the Anti-Drug Abuse Action of 1988, the City shall notify Region 10 of the Environmental Protections Agency whenever any employee is criminally convicted of a drug offense that occurs in the workplace.

Section J: Operation of Equipment Prohibited

Under no circumstances shall a supervisor allow an employee who appears to be under the influence of alcohol or controlled substances to drive a vehicle. If the supervisor is unable to stop the employee from driving, the supervisor shall immediately notify the Police.

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE CITY OF CLARKSTON
AND
LOCAL 2299 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO
2019 - 2021

CITY OF CLARKSTON



Monika Lawrence, Mayor

Attest:



Steve Austin, City Clerk

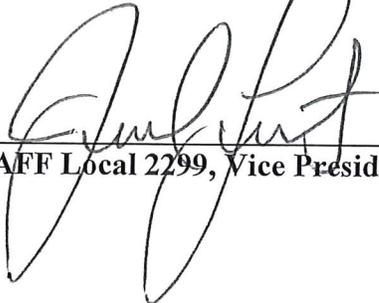


Ryan Baskett, Fire Chief

IAFF LOCAL #2299



IAFF Local 2299, President



IAFF Local 2299, Vice President