

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

THE CITY OF SEDRO-WOOLLEY

AND

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1983**

January 1, 2023 – December 31, 2025

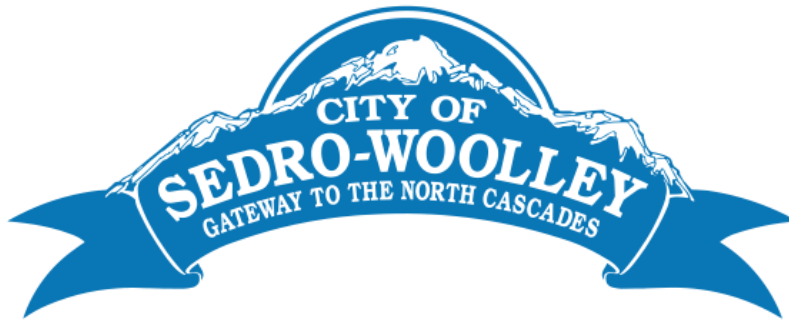


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ARTICLE 1 – PREAMBLE

Section 1.1

This agreement is entered into by and between the City of Sedro-Woolley, hereinafter referred to as the "City" and Local 1983, International Association of Firefighters, hereinafter referred to as the "Union". It contains the entire agreement between the parties governing wages, hours and working conditions for the firefighters' collective bargaining unit, which has been reached as the result of collective bargaining in accordance with R.C.W. 41.56, and shall be in effect for the period stated herein.

Section 1.2

It is the purpose of this agreement to achieve, maintain, and support harmonious labor relations between the City and the Union. It is also intended as a means to handle labor relations, promote efficiencies, esprit-de-corps, safety, and other agreements such as MOU's and routine business in a professional manner. As such, the parties commit to working together on labor relations issues in an environment of mutual respect, open communication, and candor, while acknowledging the respective rights and responsibilities of the City and the Union.

Section 1.3

While a letter of intent and/or Memorandum of Understanding (MOU's) executed concurrent with this Agreement are not specifically part of the Agreement, they represent the continuing intent of the parties to abide by their terms for the duration of the MOU. All MOU's and letters of intent shall be gathered and reviewed to determine future disposition. This paragraph does not waive the right to bargain over any subject matter not covered in this Agreement with regard to changes in wages, hours, or working conditions as required by law.

ARTICLE 2 – RECOGNITION OF BARGAINING UNIT

Section 2.1

The City recognizes the Union as the exclusive collective bargaining representative for regular full-time firefighters and firefighters/paramedics as defined by RCW 41.26.030(17) employed by the City of Sedro-Woolley, excluding the fire chief, assistant chief, confidential employees, part-time and volunteer employees of any rank, and all other employees.

ARTICLE 3 – UNION SECURITY

Section 3.1

To become a member in good standing with the Union, employees covered by this agreement shall decide within thirty-one (31) days after employment by the City if they will become members of the Union and shall thereafter tender dues and initiation fees uniformly required as a condition of membership. Should an employee choose to become a member of the Union after

(31) days of employment with the City, the employee shall be required to pay any back dues and initiation fees required by the Union.

Section 3.2

Employees desiring to become members of the Union shall sign an “opt-in” letter provided by the Union that authorizes the withholding of regular Union dues, assessments, and voluntary contributions. Conversely, any employee excluding himself/herself as a member of this Union shall submit in writing an “opt-out” letter provided by the Union. The Union shall notify the City of employees’ membership status upon receipt from the employee. Employees who are not members in good standing shall have no voting rights with the Union, or other rights of membership, except those rights granted by law.

Section 3.3

Any employee who was previously represented by the Union until he/she discontinued representation, either through promotion out of the ranks represented by the Union, voluntary exclusion, or through discontinued employment with the City, shall be required to pay all reinstatement fees according to the schedule determined by the Union according to the Local 1983 bylaws in order to regain membership in this Union. The City will forward all reinstatement fees through payroll deduction if authorized in writing by the employee.

Section 3.4

The City will forward to the Union within five (5) working days from the date a final offer of employment is accepted, a copy of the final offer of employment made by the City to any position covered under this Agreement. This copy shall include all stated terms of employment and salary quoted. The Union shall then have five (5) working days after receipt of the final offer of employment to verify the employment terms and salary rates quoted and will notify the City within this five (5) day period of any stated terms that are at variance with the terms of employment set forth in this contract.

Section 3.5

The City agrees to deduct, semi-monthly, all dues, fees, assessments and voluntary contributions from the pay of each and all members of the Union in an amount certified to be current by the Secretary-Treasurer of the Union. The City will be notified of any changes in the amounts deducted at least thirty (30) calendar days in advance. Authorization or revocation for such deductions shall be in writing as described in article 3.2 of the agreement and shall remain in full force and effect until notified in writing by the employee otherwise. The total amount of deductions shall be remitted monthly by the City to the Secretary-Treasurer of the Union.

Section 3.6

Except in cases of negligence by the City, the Union will indemnify, defend and hold the City harmless against any claims made and any suit instituted against the City on account of the application of any provision of this Article as it relates to the collection of Union dues and fees.

ARTICLE 4 – NON-DISCRIMINATION

Section 4.1

There shall be no discrimination against any employee with respect to Union membership, race, color, religion, national origin, age, sex, or sexual orientation with respect to compensation or terms or conditions of employment. Any violation shall be construed as a breach of the agreement.

ARTICLE 5 – UNION ACTIVITIES

Section 5.1

Up to one Union member on duty may be permitted paid release time to attend negotiations, provided that the member shall remain on call. The City agrees that during working hours, on the City's premises (or within City boundaries), and without loss of pay, Union officials and elected representatives shall be allowed reasonable time to transmit communications as authorized by the Union to the City and other Union members, provided that City operations are not impaired. The City also agrees that during working hours and without loss of pay, Union members will be allowed reasonable time to attend regular Union meetings. Station response zone coverage by on-duty personnel shall be maintained during such activities by movement of personnel within the City.

Section 5.2

The City agrees to allow time off with pay up to three (3) days per year for employees authorized by the Union to conduct business vital to Union members, provided prior notification to the Fire Chief has been given, and proper relief is available at no additional cost to the City (such as overtime). At no time will more than (1) employee be permitted time off with pay under the provision of this section. "Prior notification", for the purpose of this section shall be considered notification as soon as possible, but not less than (15) calendar days. Requests for time off under this subsection submitted less than (15) calendar days in advance may be approved at the discretion of the Fire Chief. The City agrees to comply with RCW 41.56.220.

Section 5.3

The Union agrees to forward to the City a list of the elected Union representatives and their terms.

ARTICLE 6 – MANAGEMENT RIGHTS

Section 6.1

Any and all rights concerned with the management and operation of the Fire Department are exclusively that of the City unless otherwise provided by the terms of this agreement.

Section 6.2

The City has the authority to adopt rules and regulations for the operation of the Fire Department and conduct of its employees, provided such rules and regulations are not in conflict with the provisions of this agreement, Civil Service rules, or applicable laws.

Section 6.3

The City has the right to discipline or discharge employees for just cause, assign work; evaluate personnel performance and determine duties of employees; schedule hours of work; determine the number of personnel to be assigned duty at any given time; layoff; and perform all other functions not otherwise expressly limited by this Agreement, the provisions of Civil Service Rules, Fire Department Rules and Regulations, or applicable law.

Section 6.4

The Local recognizes that the Fire Department Management group shall consist of the Fire Chief and Assistant Chiefs and will be the responsibility of the Management group for effective operation of the Fire Department as identified in this article. It is further recognized that the City's fire command group works closely together and that this results in frequent exchange and sharing of tasks between Chief, Assistant Chiefs, and others in the Fire Department Command group. The Fire Department command group shall consist of the Fire Chief, Assistant Chiefs, Battalion Chiefs, Company Officers and any others identified by Fire Department Management. It is further recognized that the sharing of tasks and responsibilities is beneficial and that the City fire command group will continue to operate in this manner.

Section 6.5

The Union recognizes the exclusive right of the City to recruit, hire, promote, transfer, appoint, and assign employees.

Section 6.6

The Union recognize the exclusive right of the City to control the City Budget.

Section 6.7

The Union recognizes the exclusive right of the City to take action in the event of a declared emergency as defined in Sedro-Woolley Municipal Code 2.40.

Section 6.8

Nothing contained in Article 6 of this Agreement shall waive the legal right of the Union to bargain impacts to wages, benefits, working conditions, and changes in working conditions as applicable under RCW 41.56.

ARTICLE 7 – PHYSICALS

Section 7.1

All full-time represented employees, including those rehired, shall have prior to their employment, a physical examination as set forth by R.C.W. 41.26.045.

ARTICLE 8 – WAGES, RETIREMENT AND LONGEVITY

Section 8.1

This article and associated Wage Scale shall be effective January 1, 2023 or the first pay period after ratification by both parties, if later.

Classification	A	B	C	D	E
FF/EMT	6559.73	6756.52	6959	7167.99	7383.03
FF/Paramedic	7346.9	7567.30	7794	8028.15	8267

Incumbents shall be placed at Step D. In addition, all employees covered by this agreement as of the time of ratification shall be eligible for one-time bonus of \$2,500.00. Effective January 1, 2024, the monthly rates of pay for firefighter/paramedics shall be increased 100% of CPI-U (min 2% max 4%). Seattle/Tacoma/Bremerton

Effective January 1, 2025, the monthly rates of pay for firefighter/paramedics shall be increased 100% CPI-U (min 2% max 4%). Seattle/Tacoma/Bremerton

1. Step E shall become effective on January 1, 2024.
2. Longevity. Each employee who is qualified shall receive longevity pay based on the following years of service:

<u>YEARS OF SERVICE</u>	<u>MONTHLY LONGEVITY</u>
Beginning 5 th	1% of base wages
Beginning 10 th	2% of base wages
Beginning 15 th	3% of base wages

3. Lateral Entry. Lateral employees shall be hired in at Step B or Step C of the wage scale. Lateral entry employees with 5 years previous full-time paid experience as a Firefighter/Paramedic shall be hired at Step C. The City also has discretion to offer accelerated vacation accrual to a lateral hire.

4. The City uses per diem rates for meals and incidentals as established by the Office of the General Services Administration (GSA) or as here by after amended obtained and maintained by the Washington State Office of Financial Management. The most current per diem rates can be found at the following web address: <http://www.ofm.wa.gov/resources/travel.asp>. Per diem rates include the costs of tax and gratuity. Employees shall be eligible for per diem for work related travel involving more than 24 hours. Applicable per diem rates shall be paid by the City for each twenty- four (24) hour period beginning from the time the employee leaves the City to the time the employee enters the City.

5. The City shall make the required employer contribution to the Washington State Department of Retirement Systems LEOFF II program.

6. Deferred Compensation. At present date, bargaining unit members participate in Social Security. At any time, should the bargaining unit opt out of Social Security, the City shall contribute 6.2% of wages to a deferred compensation program in lieu of Social Security.

7. New Positions – Should the City establish a new bargaining unit position, the wage rate for such position shall be negotiated with the union prior to hire.

Section 8.2

Field Training Officer – When members are scheduled with coworkers that have less than one year of service with the City the members shall be paid an additional \$200.00 per month while actively training new members.

ARTICLE 9 – DRUG AND ALCOHOL POLICY

Section 9.1

Purpose and Intent - This policy is instituted to assure that the work place is free of employees whose job performance may be impaired by the abuse of alcohol or other drugs. The City recognizes that alcohol and other drug abuse are treatable illnesses and to the extent possible, the employer's response to these illnesses should be to encourage treatment and rehabilitation. Employees recognize that consumption of alcohol or other drugs to the point that employees are unable to perform their jobs safely and effectively will not be tolerated.

When an employee places himself or herself in a situation in which the employee's job performance is impaired by alcohol or other drugs that it is the responsibility of the parties to prevent endangerment of the employee, fellow employees, and/or the public.

The City recognizes the employee's concerns for their personal privacy and therefore agrees that discovery testing for alcohol and other drugs may be used only in cases in which there are questions of impaired job performance, reasonable suspicion of abuse is evidenced, or if an accident involving property damage to city property in excess of the City's insurance deductible or serious physical injuries occurs while on duty. However, the City may use pre-employment discovery testing in any case.

The use of a substance abuse treatment program does not replace normal disciplinary procedures for unsatisfactory job performance.

Section 9.2

Definitions:

Reasonable Suspicion - means specific, articulable observations by a supervisory employee concerning their work performance, appearance, behavior, or speech of the employee.

Impaired - means that an employee has a detectable level of alcohol or drugs in the employee's blood or saliva or a noticeable or perceptible impairment of the employee's mental or physical faculties.

Prohibited Drugs - means all forms of narcotics, depressants, stimulants, hallucinogens, cannabis, or other controlled substances as defined by Chapter 69.50.;101 RCW, whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

Over The-Counter Drugs - means those drugs that are generally available without a prescription from a medical doctor and are limited to those drugs which are capable of impairing the judgment of an employee to safely perform his or her duties.

Prescription Drugs - means those drugs which are used in the course of medical treatment and have been prescribed and authorized for use by a licensed medical practitioner/physician or dentist.

Discovery Testing - means any testing done prior to employment or as a result of reasonable suspicion as defined by this policy. Testing includes blood, saliva, or breathalyzer screening for alcohol or other drugs. After July 1992, a conditional job offer must be made prior to the drug test.

Section 9.3

Procedure - Reporting for work under the influence of alcohol or other drug, or the use, sale or possession by an employee of alcohol, a prohibited drug, a drug not medically authorized, or other drug that impairs job performance or poses a hazard to the safety and welfare of the employee, fellow employees, or the public is strictly prohibited and will result in immediate disciplinary action, which may include termination. It is the goal of this policy to prevent and rehabilitate, rather than terminate the employment of workers who are abusing alcohol or other drugs. Therefore the following procedure shall be followed:

- (a) Each employee shall report the use of medically authorized drugs or other substances which can impair job performance to his or her immediate supervisor and provide proper written medical authorization from a physician to work while using the authorized drugs. It is the employee's responsibility to determine from the physician whether the prescribed drug would impair his or her job performance. Failure to report the use of such drugs or other substances, or failure to provide proper evidence of medical authorization, may result in disciplinary action. Cannabis remains a prohibited drug under section D.1.1.3 of this policy regardless of medical authorization.
- (b) If there is reasonable cause to believe that an employee's job performance may be impaired by alcohol or other drugs, the employee's supervisor shall question the employee with regard to the behavior. The supervisor shall directly observe the employee's behavior and document in writing the behavior on the Impaired Behavior Report form. Indications of impaired behavior include but are not limited to the following: staggering or irregular gait, the odor of alcohol on the breath, slurred speech, dilated or constricted pupils, inattentiveness, listlessness, hyperactivity, performance problems, illogical speech and thought processes, poor judgment, or unusual or abnormal behavior.

- (c) When possible, a second managerial employee shall also observe and document the employee's behavior to verify that there is a reasonable suspicion that alcohol or other drug consumption may be involved. The supervisor or appropriate manager shall determine whether the employee's behavior is impaired to the point of being unable to perform his or her duties effectively and safely. The employee shall be relieved of this or her duties and placed on a suspension with pay status until a clear determination can be made by the appropriate manager as to the abuse or non-abuse of alcohol or other drugs. Under no circumstance will an employee be allowed to operate equipment or drive a motor vehicle when it reasonable appears that his or her ability has been impaired.
- (d) If it is concluded that there is a reasonable suspicion that alcohol or other drug consumption is involved, the supervisor or appropriate manager shall have a drug or alcohol test administered. The employee must sign the Performance Impairment Exam Consent form before testing may be conducted. Failure of an employee to take the test(s) shall result in the employee's immediate termination. The City may also have the employee undergo a physical examination at City expense at the time that the drug or alcohol test is administered. The test(s) must be conducted within a reasonable time period after the observation of the problem behavior.
- (e) If the test is negative, the employee shall be counseled by the physician and returned to work, if appropriate to the medical diagnosis, with no loss of pay or benefits. Where appropriated, a signed physician's release may be required by the City before the employee returns to work. Time lost due to an illness will be charged to sick leave. If the behavior that led to the initial investigation is not due to substance abuse but continues to hinder job performance, the City may require the employee to undergo further medical evaluation.
- (f) In cases in which immediate termination is not warranted, the employee will be placed in an unpaid rehabilitation leave status. The employee shall be evaluated and a recommended appropriate treatment shall then be arranged. Where appropriate, the employee shall be referred to a treatment program agreed upon by the Union and the City. Once the inpatient part of the program has been completed, the employee may be re-employed only with a written release from the treating or primary physician. When prescribed by a physician or a rehabilitation program, drug testing may be included as a part of that treatment program. An employee who is returned to work as provided for under this procedure who fails to comply with any of the terms of an agreed upon treatment or return-to-work agreement may be terminated.
- (g) If the test is positive, the employee may request a second test be performed on the same saliva or blood specimen. The results of the second test will be conclusive. If the test is positive the employee may be terminated, depending upon the circumstances of the situation. Circumstances warranting an immediate termination includes incidents in which the employee's impairment resulted in loss of life, serious injury to self or others, the serious loss or damage of property, or an incident of parallel magnitude.
- (h) The City shall utilize both saliva and blood tests for verification. The "enzyme-immunoassay" (EMIT) and "gas chromatography-mass spectrophotometry" (GC-MS) test method shall be used in a laboratory agreed upon by the Union and the City. The City shall

pay for the costs of all tests. Medical examinations carried out under this procedure when not completely covered by Health & Welfare benefits shall be the responsibility of the employee. The City shall pay these costs for LEOFF I employees only. The City shall maintain confidentiality of test results to the extent possible.

- (i) Once an employee completes rehabilitation and follow-up care and no re-occurring incidents have taken place for two years the record of treatment and positive test results will be retired to a “closed” medical record and the employee will be given a fresh start with a clean administrative record.

Section 9.4

Conflict With Other Laws - This article shall not supersede or waive an employee’s federal or state constitutional rights.

ARTICLE 10 – HOURS OF WORK

Section 10.1

Hours of Work - The Fire Chief or designee has authority to establish shift lengths of 24 hours, 12 hours, 10 hours, and/or 8 hours, according to the needs of the Department, and to assign employees to a particular shift. The FLSA work period for any given shift shall be the longest FLSA work period available that is evenly divisible by the workday pattern. For example, a 14-day shift pattern shall have a 28-day FLSA work period.

- (a) For the duration of this agreement, the 24-hour shift will be a 4 Platoon schedule. The number of work hours for the 4-platoon schedule is 365 days multiplied by 24 hours then divided by 4 platoons (2,190) plus debit days. (Twelve (24hr) debit days.) Over time, this averages to 2,478 annual hours per year. Debit days will be scheduled by the Fire Chief or designee (after vacation and floating holiday bidding) to address actual or anticipated staffing shortages, training, and any other Department needs. No more than one debit day will be scheduled in each 28-day FLSA work period. Debit days shall not be scheduled during an employee’s awarded holiday or vacation.
- (b) The Fire Chief reserves the right to assign individual employees to a non-24 hour shift for operational reasons, for example training and light duty.
- (c) Except in the case of an emergency or deployment, an employee shall be allowed to work a maximum of 72 hours in a row.
- (d) Personnel reassigned by the City shall be allowed to resubmit their leave requests. Previously approved leave time blocks will be honored by the City. Personnel who voluntarily request shift assignment may lose previously approved leave blocks.

Section 10.2

Day Shift Meal and Rest Periods – The term “day shift” refers to any shift that is less than 24 hours. Employees assigned to a day shift will be permitted a thirty (30) minute unpaid meal period for each workday that is at least five (5) hours in duration. If the employee is subject to being called out to provide emergency services, the meal period will be paid. Employees will

take intermittent paid rest periods equivalent to ten (10) minutes for each four (4) hours worked. Meal and rest periods are subject to interruption due to the nature of the work and are not accrued or cashed out if missed.

Section 10.3

Staffing – Minimum staffing of two (2) firefighter/paramedics shall be scheduled. Two members per shift, four shifts (A,B,C,D), 8 FTE members as of the writing of this Agreement. The Fire Chief or designee has sole discretion to temporarily increase minimum staffing at any time to meet the operational needs of the Department. The City may utilize part-time/volunteer staffing to backfill up to one (1) full-time firefighter/paramedic position per day due to usage of approved leave, or sick time. Minimum one (1) paramedic on duty at all times. While the City recognizes and shares the desire to have two paramedics on duty at all times, current labor market and budget constraints do not allow the City to guarantee it. Mandating existing staff to fill both slots would push the staff filling the slots beyond safety thresholds for consecutive hours worked.

Cross-Staffed Fire/EMS/ALS Staffing Partner Qualifications –

Part-time and volunteer employees scheduled to acts as primary partner shall have at minimum FF1 or equivalent (interior FF), EVIP, EMT and SWFD ALS Assist training.

Section 10.4

Overtime - Time worked in excess of the applicable FLSA threshold shall be paid at one-and-one-half (1-1/2) times the employee's regular hourly rate in fifteen (15) minute increments. For day shift employees, the regular straight time hourly rate of pay shall be determined by dividing the employee's regular monthly salary by one hundred seventy three and one-third (173.33) hours. For 24-hour shift employees, the regular straight time hourly rate of pay shall be determined by multiplying the employee's regular monthly salary by 12 and then dividing it by the average annual hours (i.e., 2,472 for employees working on January 1, 2019). For purposes of overtime calculation, time worked shall include sick leave, vacation leave, holiday hours and compensatory time.

Section 10.5

Overtime Scheduling – The Department will make a reasonable effort to rotate available overtime opportunities among eligible employees. Employees may be mandated to work overtime. Overtime shall be offered to all eligible employees who have not worked more than 72 hours and/or the overtime would not cumulatively place the total hours over 72 hours.

Section 10.6

Emergency Call Back - If an employee is contacted to respond to an emergency the employee shall respond immediately.

- (a) Employees called back to duty between shifts (at least two (2) hours before beginning or after ending a scheduled shift) shall be compensated for a minimum of two (2) hours at their regular straight time hourly rate of pay.

- (b) Callback work required by the Employer that does not involve reporting in person (for example, more than *de minimis* phone calls and emails) shall be paid in fifteen (15) minute increments for each hour or fraction of an hour spent.

Section 10.7

Compensatory Time - In lieu of paid overtime, an employee may choose to accrue compensatory time off to be utilized upon the request of the employee subject to scheduling by the Fire Chief or designee. Compensatory time may be accumulated for up to sixty (60) hours. Compensatory time usage and accrual shall be limited to one hundred twenty (120) hours per year. Each December 31 all compensatory time on the books shall be automatically cashed out and paid to the employee. Compensatory time shall be converted at the appropriate rate prior to placement in the Compensatory time bank. (Example: One (1) hour overtime at time and one half (1-1/2) equals one and one half (1-1/2) hours added to the Compensatory Bank.) An employee shall be paid for accrued compensatory time upon resignation or termination.

Section 10.8

Shift Trade - Employees shall have the right to exchange shifts so long as the exchange does not interfere with the operations of the Fire Department. Shift exchanges shall result in no additional cost to the City. Shift exchanges shall be considered as substitutions under the FLSA and the City shall have no obligation to keep records of such exchanges or to revise hours of work to reflect the substitution.

Section 10.8.1 Requests for shift exchanges shall be submitted electronically or in writing and submitted to the Fire Chief or designee for approval seventy-two (72) hours prior to the effective date. Emergency applications of less than seventy-two (72) hours may be considered. Shift exchanges shall not exceed ten (10) consecutive shifts. Probationary shift exchanges shall not exceed five (5) consecutive shifts.

Section 10.8.2 The Fire Chief or designee reserves the right to approve or deny shift exchanges. If denied, the Fire Chief or designee will provide a reason for the denial.

Section 10.8.3 Where a trade has been authorized and the relief employee does not report for duty, it shall be the responsibility of the relief employee to arrange for a replacement. If the relief employee fails to arrange for a replacement, he/she shall be charged one hour of vacation, holiday, or compensatory time for each hour of reduced coverage. Moreover, should the City find it necessary to call back an off-duty employee at an overtime rate for shift coverage, the relief employee shall be charged one and one-half (1.5) hours of vacation, holiday, or compensatory time for each hour of overtime coverage required. If the relief employee is considered sick, their sick leave bank will be deducted in the same manner as vacation, holiday, or compensatory time.

Section 10.9

Peak Activity Unit – A peak activity unit (PAU) is a unit staffed for a specific time period where increased workload is anticipated. Examples of increased workloads include, but are not limited to: mandatory training or other events as determined by the Fire Chief or designee. The need for a PAU shall be determined by the Fire Chief or designee and may be in any shift length.

Section 10.10

On Call Part-Time Staffing – The City may utilize a pool of part-time employees to cover shifts, including shifts that would otherwise result in overtime to the City. Overtime opportunities shall be offered to bargaining unit members prior to part-time employees or volunteers. Part-time employees will be limited to one 24-hour shift per week.

ARTICLE 11 – HOLIDAYS

Section 11.1

Holidays for 24- hour shift employees - In lieu of holidays, the City will provide one hundred twenty (120) holiday hours to each employee per year. Employees may bid holiday hours during the same process as vacation selection. After bidding, holiday hours may be taken as time off in increments of 12 hours (e.g., 12, 24, 36 etc.), at the employee’s discretion and subject to the approval of the Fire Chief or designee. Holiday hours do not carryover from one calendar year to the next. Any unused holiday hours shall be cashed out on the last pay period of the calendar year.

- (a) New employees’ holiday hours will be prorated from the date of hire. An employee separating mid-year will be required to reimburse the City for holiday time taken in excess of holiday hours earned through a deduction from any final vacation payout and, thereafter, from the employee’s final paycheck.

Section 11.2

Holidays for employees who do not work 24-hour shifts - Non-shift employees shall receive the following holidays off with eight (8) hours compensation at their regular straight-time hourly rate of pay.

New Year’s Day	1st day of January
Martin Luther King’s Birthday	3rd Monday of January
President’s Day	3rd Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19 th , or date observed
Independence Day	4th of July
Labor Day	1st Monday of September
Veteran’s Day	11th day of November
Thanksgiving Day	4th Thursday of November
Day Following Thanksgiving	Day following Thanksgiving
Christmas Day	25th of December
Additional Christmas Holiday	As determined by the City

Floating Holiday to be taken at employee’s discretion and approval of the Fire Chief or designee.

- (a) If a holiday occurs while an employee is on vacation or sick leave, the holiday shall not be charged to such vacation or sick leave.

- (b) If the date of any of the fore-referenced holidays should be changed, the new date shall be deemed a holiday, and a holiday falling on Sunday shall be observed the following Monday. A holiday falling on a Saturday shall be observed on the preceding Friday. Any day or portion thereof designated as a holiday by the Employer shall be recognized as a holiday under this Article.
- (c) Employees required to work on a holiday shall be paid at two (2) times their regular straight time hourly rate of pay for all hours worked.
- (d) Should an employee terminate prior to completing the current year of service, the floating holiday shall be paid on a pro-rated basis.

ARTICLE 12 – VACATIONS

Section 12.1

Employees shall accrue vacation in accordance with the following schedule.

Beginning Year	Hours Per Month	Hours Per Year
1 through 4	10.0	120
5 through 9	13.36	160
10 through 14	14.0	168
15 th year	14.64	176
16 th year	15.36	184
17 th year	16.0	192
18 th year	16.64	200
19 th year	17.33	208
20 th year	18.0	216
21 st year	18.66	224
22 nd year	19.33	232
23 rd year	20	240
24 th year	20.66	248

*Year 1 begins on the employee’s date of hire.

Section 12.2

Time Off Bidding.

- (a) By September 1 of each year, the City will publish the shift assignments for the following calendar year.
- (b) Vacation and holiday bidding will take place between September 2 and September 30, between the hours of 0800 – 2000 each day. Each employee will have three hours to select and move the bid to the next person. Failure to select within the three-hour timeframe will result in forfeiting bidding for that round and bidding will move on to the next person.

- (c) For vacation and holiday bidding, one shift personnel is allowed off at a time with the following exception: no time off may be bid for shifts that provide coverage between 0900 and 2100 on July 4th.
- (d) The basis for selection will be seniority. Vacation and holiday bidding shall be done in three rounds, in increments of 12 and/or 24 hours blocks of time off.
 - 1. 1st Round: Each 24-hour shift employee can pick up to 96 hours off.
 - 2. 2nd Round: Each 24-hour shift employee can pick up to 96 hours off.
 - 3. 3rd Round: Each 24-hour shift employee will pick their remaining time off accrual banks.
- (e) After bidding concludes, requests for vacation, holiday, and compensatory time will be on a first-come first-served basis, subject to approval by the Fire Chief or designee.
 - 1. Post bidding leave approval will be limited to up to two shifts per week, 48 hours total. Any additional leave request will be denied if approved leave of two shifts, 48 hours, are scheduled during Saturday – Sunday. If membership increases, the City and Union agree to readdress the amount of members approved off each week post-bidding.

Section 12.3

A maximum of two hundred eighty (280) hours may be rolled over on December 31 of each year. Additional accruals above 280 hours are not eligible to be cashed out.

Section 12.4

Utilization of accrued vacation for an emergency nature shall be approved on a case by case basis.

ARTICLE 13 – SICK LEAVE

Section 13.1

All employees shall be entitled to sick leave to be used in the event the employee is sick or injured.

Employees shall accrue leave at the rate of twelve (12) hours per month of consecutive and continuous full-time employment, up to a maximum accrual of one thousand four hundred and forty (1440) hours for use for any recognized sick leave. Newly hired employees shall have a starting bank of 120 hours of sick leave. New employees shall not begin accruing sick leave until month 11.

Section 13.2

Employees may use vacation or other earned compensatory time to supplement sick leave if the employee has used all of his/her accrued sick leave.

Section 13.3

Employees may use accumulated sick leave to care for dependents due to illness, injury or preventative health care as allowed by the Federal Family and Medical Leave Act of 1993 and the Washington State Family Care Act.

- (a) Dependents shall include: spouse, son, daughter, foster child, dependents recognized for Federal Income Tax purposes and allowed by IRS, and persons who reside in the same home who have reciprocal and natural and/or moral duties to and do provide support for one another. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

Section 13.4

Sick Leave During Approved Leave - When a condition listed under 1 or 3 above arises while the employee is on approved leave, the employee shall be granted accrued sick leave as provided above, provided the employee notifies the employer immediately, and a physician's certificate shall be furnished upon the City's request.

Section 13.5

Sick Leave and Secondary Employment – An employee may not use sick leave while taking a leave of absence to work for a secondary employer.

Section 13.6

Employees are required to notify the Chief or designee a minimum of one (1) hour prior to his/her shift beginning. If the employee uses sick leave for two (2) or more consecutive shifts the employee is required to advise the Fire Chief of the nature of his or her illness or injury and may be required to provide a written statement from the treating physician to the Fire Chief or designee. An employee proven to misuse sick leave privileges shall be subject to immediate disciplinary action which may include termination.

Section 13.7

Upon the retirement of an employee, said employee shall receive twenty-five percent (25%) of the employee's then accrued and unused sick leave as a contribution to the employee's MERP account. If payments to the MERP could trigger the Affordable Care Act excise tax beginning in 2020, the City may modify this program by directing the payments to employees' deferred compensation accounts, with prior notice to the Union.

Section 13.8

Upon the death of an employee, said employee shall receive twenty-five percent (25%) of the then accrued and unused sick leave in cash in addition to the last regular paycheck due.

ARTICLE 14 – LEAVES OF ABSENCE

Section 14.1

Funeral Leave - It is hereby mutually agreed that in the event of a death of an immediate family member or close relative of an employee, such employee shall be granted time off with full pay.

Section 14.1.1. “Immediate family member” or “close relative” shall mean only the employee's spouse, registered domestic partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, step- father, step-mother, step-daughter, step-son, aunt, uncle, or any other person living with or legally dependent upon the employee, or upon approval of the Fire Chief.

Section 14.1.2 Time off (24 hour shift employees): An employee shall be granted one (1) twenty-four (24) hour shift off, with full pay, to assist with funeral arrangements and attend services. In special circumstances and where travel distances require additional time, the Chief or designee may grant an additional twenty-four (24) hours off.

Section 14.1.3 Time off (employees working 40-hour week): An employee shall be granted up to 24 hours of work off with full pay, to assist with the funeral arrangements and attend services. In special circumstances and where travel distances require additional time, the Chief or designee may grant an additional sixteen (16) hours off.

Section 14.1.4 All funeral leave shall be by notification and arrangement between the employee and the Fire Chief or his designee.

Section 14.2

Jury/Witness Leave - In the event any full-time employee is called for jury duty or subpoenaed to attend court as a witness in his/her official capacity, such employee shall be granted a leave of absence without loss of compensation. In the event the employee is excused prior to the end of his or her workday, such employee shall report back to work immediately until again called by the court. Any juror fee or any witness fee paid to the employee may be retained by the employee, provided, the employee may not receive compensation in excess of the fee paid to all witnesses generally, for services as an expert witness, and also receive paid leave under this section.

Section 14.3

Other Leave

Other leave- In addition to other provisions for paid leave, the City Administrator may, in his/her sole discretion, grant leave for limited periods of time for such other reasons as the City Administrator determines to be in the best interests of the City and the employee.

Section 14.4

Leave without pay or benefits may be granted to employees who have exhausted sick leave, annual vacation and industrial insurance (where applicable), for the following reasons:

- Serious illness exceeding thirty (30) calendar days.
- Serious illness in the immediate family.
- Non-worked related accident or illness requiring an absence from work.
- Occupational injury and/or accident or illness.

Requests for leave without pay or benefits must be in writing. Leave may only be granted for the period of disability and shall not exceed one (1) year unless otherwise specified. The City's decision is final.

Section 14.5

The City will comply with the Washington State Paid Family and Medical leave (PFML) program. Employees will pay the employee share of premiums and the City will pay the employer share. If a claim for benefits is approved by the State, the employee will keep the benefit payments and not supplement with paid leave. Insurance coverage will be handled consistent with City policy and applicable FMLA requirements.

Section 14.6

The City will comply with all other applicable federal and state laws, including but not limited to the Washington State Family Military Leave Act (RCW 49.77) and the Washington Domestic Violence Leave law (RCW 49.76).

ARTICLE 15 – HEALTH AND WELFARE

Section 15.1

Employee and dependent health and welfare coverage will be provided through the Association of Washington Cities, Washington Dental Service and Vision Service Plan. The employee shall contribute to the cost of these insurance premiums through payroll deduction as follows:

Employer will pay 90% and employee will pay 10% of the employee's premium.

The employee's contribution to insurance premiums shall be paid through the City's IRC section 125 plan.

Section 15.2

Beginning on the effective date of this agreement, the City shall contribute \$50 per month into each employee's WSCFF MERP account. Members shall contribute an additional \$150 per month. The City shall deduct the contributions pretax through automatic payroll deductions, and submit to WSCFF MERP. If the bargaining unit chooses to change the contribution amount to the MERP, the union will advise the City at least thirty (30) days in advance.

Section 15.3

Exhaust Source Capture systems – Within one year from this agreement the City agrees to apply for grants to fund exhaust source capture systems for all in-service apparatus at Fire Station 1 and Fire Station 2. The systems will follow NFPA 1500 guidelines of capturing vehicle exhausts emissions to a level of no less than 100 percent effective capture, utilizing a source-capture hose type system. Should the City be unable to secure grant funding as a result of the application(s), the City agrees to meet with the Union to further discuss options for implementation.

ARTICLE 16 – DISCIPLINARY PROCEDURES

Section 16.1

Employees may be disciplined for just cause. Discipline, if needed, shall 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, severity of offense and record of discipline. Disciplinary action or measures shall be used in a method to reeducate the employee from repeating inappropriate action. Discipline used shall be suitable to the infraction and progressive.

Section 16.2

The employee shall be notified of the investigation, and have the right to representation from the Union during the investigation process.

Section 16.3

Discipline for just cause is documentable within the employee's personnel file and may include the following:

- A) Written reprimands
- B) Any sanction that includes loss of privileges
- C) Suspension
- D) Reduction of rank
- E) Discharge

Section 16.4

Upon the initiation of an investigation, the employee shall be provided notice of the alleged violation. Prior to the imposition of any discipline the employee shall be provided all relevant documents the Employer has in its possession. In addition, the City shall hold a pre-disciplinary hearing no sooner than ten (10) days and no longer than thirty (30) days from the time the employee was notified of the alleged violation. At this hearing the employee shall have the right to representation from the Union, and the ability to present his/her side of the issue.

Section 16.5

The Employer may suspend an employee with pay pending the final decision as to the appropriate discipline resulting from the pre-disciplinary hearing.

Section 16.6

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. An employee who disagrees with the validity of any disciplinary document that is added to the employee's file shall have the opportunity to submit a statement of rebuttal to his/her personnel file.

Section 16.7

No written reprimand or greater disciplinary document may be placed in the personnel file unless the

employee has first been notified of said disciplinary document and has been given a copy of the document, with a copy to the Union. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that the employee has read the contents of the document. Signature of acknowledgment shall not constitute agreement by the employee regarding the contents of the reprimand or disciplinary action. Nothing in this section shall prohibit the City from placing disciplinary documents in the personnel file without signature, should the employee refuse to sign. In such cases, the Supervisor may indicate “refused to sign” on the document.

Section 16.8

Written reprimands will be removed from an employee’s personnel file after 36 months from the date said action was finalized provided that no further discipline has been issued within the 36 month time period.

Section 16.9

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.

ARTICLE 17 – PROBATIONARY PERIOD, LAYOFF, AND RECALL

Section 17.1

Probationary Period - Employees shall be subject to a probationary period that shall be 12months in duration from the date of hire. During this period, the employee is working on a trial basis, subject to dismissal at any time at the sole discretion of the City, which decision may not be grieved.

Section 17.2

Probationary employees may be disciplined and discharged without just cause and shall not be permitted to grieve any such action through the grievance procedure in this Agreement.

Section 17.3

Seniority - Employees shall have rights of seniority. Seniority means that period from the employee’s hire date/time for the City in a position covered by this collective bargaining agreement.

Section 17.4

An employee’s seniority can be broken so that no prior period of employment is counted. The employee’s seniority shall cease upon:

- Discharge for just cause;
- Voluntary quit;
- Failure of the employee to return to work after expiration of a temporary disability leave;
- Failure of the employee to notify the City of his/her willingness to return to work upon recall from an indefinite layoff within seven (7) calendar days after receipt of written notice from the City at his/her last known address appearing on the City’s records; and

- Layoff (a reduction - in - force) exceeding twelve (12) months.

Section 17.5

In layoff and recall, the City shall consider an employee's seniority in a position covered by this collective bargaining agreement and the employee's ability to perform the duties required in the job per Article 7.

Section 17.6

In the case of recall, those employees laid off last shall be recalled first. An employee on layoff must keep the City informed of the address and telephone number where he/she may be contacted.

ARTICLE 18 – GRIEVANCE PROCEDURE

Section 18.1

A grievance means a dispute or disagreement raised by an employee of the bargaining unit against the City. Grievances shall be limited to those disputes or disagreements involving the interpretation and application of the provisions of this agreement. It is specifically understood that matters governed by Civil Service rules and regulations shall not be considered grievances and subject to the grievance procedures within the agreement.

Section 18.2

Grievances shall be processed and settled in the following manner:

STEP 1. The employee, group of employees, and/or Union representative, who have an alleged grievance shall present the grievance to the employee's immediate supervisor within ten (10) calendar days of its occurrence or the date the employee should have reasonably known of its occurrence or the grievance shall not be subject to the grievance procedure. The supervisor shall only attempt to resolve grievances within their immediate control and shall notify the Fire Chief of all grievances filed. If the immediate supervisor cannot resolve the grievance or if it is outside his or her control then he or she shall submit in writing his or her decision to the employee within ten (10) calendar days. If not resolved, the grievance shall proceed to STEP 2.

STEP 2. If the grievance was not resolved in STEP 1, the Union shall submit the grievance in writing to the Fire Chief within ten (10) calendar days. The written statement shall include the section(s) of the agreement allegedly violated, the facts as known, and the remedy sought. The Fire Chief shall notify the Union of his/her response in writing within ten (10) calendar days.

STEP 3. If the grievance was not resolved in STEP 2, the Union may refer the grievance in writing together with all other pertinent material to the City Administrator within ten (10) calendar days. The City Administrator shall notify the Union in writing of the decision of the City within ten (10) calendar days.

STEP 4. The Union may appeal an adverse decision of the City Administrator to a neutral arbitrator. In the event that the parties cannot agree on a neutral arbitrator within ten (10) working days, they shall petition the Public Employment Relations Commission to submit a list of eleven (11) arbitrators. The parties shall alternatively strike names until one (1) name remains on the list. The order of striking of names shall be determined by a coin toss. The remaining name shall serve as the impartial arbitrator who shall conduct a hearing and issue a decision which shall be final and binding upon all parties to the dispute. The arbitrator may only render a decision on issues addressed within this Agreement and shall have no power to add to, subtract from, alter, amend or change any provision of this Agreement.

Section 18.3

Each party shall bear the expense of presenting its own case, including attorneys' fees. The expenses of an impartial arbitrator shall be born equally by the City and the Union.

Section 18.4

At any step of the grievance procedure, time limits may be extended by mutual written agreement of the parties. The parties may also mutually agree in writing to waive a grievance to any step in the grievance procedure.

Section 18.5

Failure to process the grievance to the next step within the established time limits shall constitute a resolution of the grievance based on Management's last response.

Section 18.6

An employee wishing to appeal a disciplinary decision or other matter under the jurisdiction of the Civil Service Commission waives the right to take the same issue through the grievance procedure of the labor agreement.

ARTICLE 19 – LIMITED DUTY

Limited Duty. In the event a member covered under this contract is temporarily disabled due to injury or illness and that member's physician releases him or her to limited duty, the City will attempt to reasonably accommodate that release. The member's physician will be required to present a statement as to the reasonable accommodations that may be needed and the probable duration of those limitations. Any limitations and job placement would be reviewed weekly by the City. All placements would be considered temporary in nature with a goal of expediting the earlier return to work of the member. Limited duty placements will be made only when they can be done without placing an undue burden of cost and/or manpower movement on the City.

ARTICLE 20 – POLICY AND PROCEDURES

Section 20.1

The Union agrees that its members shall comply with all Fire Department Policies and Procedures, including those relating to conduct and work performance. The City agrees that Department policies

and procedures that affect wages, hours, and/or working conditions are subject to RCW 41.56. The Union shall have at least one member on SOPs/SOGs committee.

Section 20.2

The Union agrees that occasional email/memos are vital for clarification, important updates, and temporary changes. Email/Memos will be valid for up to one year from the date of creation. Email/Memos that are still “active” at one year shall be considered for formal policy, if not converted to formal policy, the email/memo shall not be allowed for discipline. This provision is for the term of this Agreement only and shall sunset on December 31, 2025.

ARTICLE 21 – UNIFORM ALLOWANCE/EQUIPMENT

Section 21.1

The City shall furnish and maintain all uniforms, protective clothing or protective devices required of employees in the performance of their duties. The City agrees to transition to a professional laundering services for uniforms no later than 90 days following the signing of this agreement.

Section 21.2

The City shall provide each employee covered by this agreement with the following complement of uniforms:

4 – Pair of Class B Nomex (7.5 oz), or EMS pants

4 – Class B Nomex (4.5 oz) shirts

1 – Duty jacket

1 – Duty belt

1 – ¾ zip sweatshirt

4 – T-shirts

1 – badge

1 – ball cap

1 – stocking cap

Boots – reimbursement for up to \$350 upon employment, and replacement on a fair wear basis thereafter.

Section 21.3

Employees shall have items replaced through a quartermaster system on a fair wear basis (i.e., items which become worn out, lost, or destroyed as a direct result of the proper performance of the employee’s duties, or as a result of an occurrence.) If said items become mutilated as a result of an employee’s willful negligence or intentional act, they shall be replaced by the employee.

Section 21.4

The City agrees to furnish full time employees who have completed (2) years of service, upon their request, with a Class A uniform complying with department dress policy for Class A uniform and consisting of:

- 1 – Class A dress coat (double-breasted, navy style) with appropriate rate and service markings and patches
- 1 – Pair of black dress slacks
- 1 – White dress shirt w/o insignia
- 1 – Pershing style hat w/ appropriate hat badge
- 1 – Black tie
- 1 – Black belt

The City also agrees to update (if necessary) on an annual basis, any rank and service markings applicable to the Class A coat.

Section 21.5

All equipment issued by the City to each employee shall remain property of the City, with the exception of the Class A uniform at retirement.

Section 21.6

Two EMS ballistic vest shall be provided on all EMS units for use.

ARTICLE 22 – TRAINING

Section 22.1

Paramedic/Firefighter Certifications and Standards – Firefighter/Paramedics shall have upon hire and maintain during all periods of employment with the City a valid certification as a paramedic as required by Washington State law. Firefighter/Paramedics must be trained in a program approved by the County Medical Director. Firefighter/Paramedics must maintain their certification according to State and County continuing education and recertification guidelines. Failure to maintain a required paramedic certification may be considered grounds for termination from employment.

Section 22.2

With prior approval by the Fire Chief or designee and when necessary to maintain their certification, certified firefighter/paramedics shall be allowed up to fifty (50) hours of overtime to attend approved ALS CME per calendar year. The parties agree that employees shall make every effort to obtain ALS CME during regular work hours.

Section 22.3

ALS Assist training – the intent of ALS assist training is to ensure EMTs are qualified and have a better understanding of ALS tools and equipment, to better EMS care. The ALS Assist training qualifications will be discussed annually between the City and the Union to ensure continued improvements.

ARTICLE 23 – STRIKES

The Union agrees there shall be no strikes, slow downs, stoppage of work or any interference with the efficient management of the Fire Department for the duration of this Agreement.

ARTICLE 24 – SAVINGS CLAUSE

If any provisions of this Agreement or the application of such provisions should be declared invalid by 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 25 – LABOR MANAGEMENT COMMITTEE

Section 25.1

The City and the Union agree to conduct labor management committee meetings on a monthly basis, or as otherwise agreed upon, at a mutually agreed upon time to discuss issues of concern. The intent of the labor management committee shall be to resolve issues at the lowest level whenever possible.

Section 25.2 - Safety Meetings

In accordance with WAC 296-305 there shall be a joint Safety Committee. The Safety Committee shall include at least one Union member. The committee shall meet at least once each calendar quarter, or more often as agreed, to discuss appropriate matters concerning health and safety. The committee shall make its findings and recommendations to the Chief.

ARTICLE 26 – DURATION OF AGREEMENT

This agreement shall be in full force and effect from January 1, 2023 or the first day of the first pay period after ratification by both parties (if later), through and including December 31, 2025. This agreement may not be modified except by mutual consent of the Employer and the Union through a signed agreement. Any disagreement between the parties regarding language interpretation or intent may be resolved by a signed agreement between the parties.

ARTICLE 27 – VACANCIES, PROMOTIONS, RECLASSIFICATION

Section 27.1

If a vacancy occurs as a result of termination, resignation, death or retirement in a bargaining unit position, and it is not due to a reduction in force or reduction in rank, the City agrees to advertise the vacancy within 6 weeks.

Section 27.2

If the City decides to create new classifications, that may perform bargaining unit work, eligible Bargaining unit employees shall be able to apply and test for all newly created

classifications before the City seeks outside candidates. Nothing contained herein is intended to inhibit competition or prevent the City from selecting the most qualified candidate.

ARTICLE 28 – TECHNOLOGY AND SECURITY

Section 28.1 Automatic Vehicle Locator (AVL)

Recognizing the purpose of AVL technology is not to intrude upon employee privacy, the City and Union mutually agree not to use AVL data to initiate disciplinary investigations or actions or as an independent basis for disciplinary action. AVL equipment may be used for computer-aided dispatch, mapping, proximity based routing, incident/accident investigation, training, service planning, and system performance monitoring. AVL data may also be used in connection with the resolution of citizen complaints, criminal investigations, or in instances when the City has an independent basis to review the data.

Section 28.2 Station Surveillance/Closed Circuit Television/GPS or Proximity Trackers

Due to increased problems with crime, fire stations may have closed circuit security cameras or other monitoring devices installed. Recognizing that the purpose of the technology is not to intrude upon employee privacy, the City and Union mutually agree not to use security monitoring data to initiate disciplinary investigations or actions, or as independent basis for disciplinary action. Data from and CCT, surveillance, or other monitoring devices, may only be used in connection with the resolution of citizen complaints, criminal investigations, or when the City has an independent basis to review the footage (no “fishing expeditions”).

ARTICLE 29 – PREVAILING RIGHTS

All existing rights, privileges and working conditions held by employees that are not specifically addressed in this Agreement shall continue in full force and effect unless changed by mutual consent between the City and the Union.

Signed this 12th day of January, 2023

DocuSigned by:

Julia Johnson

3C84008CC8484BD...
Julia Johnson, Mayor,

President, Local 1983
International Association of Fire Fighters

DocuSigned by:

Nikki Thompson

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Nikki Thompson, City Attorney